EVERVOLT[®] Home Battery System Limited Warranty

Limited Warranty for EVERVOLT[®] Home Battery System

Updated: November 1, 2023

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

THIS LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT <u>HTTPS://NA.PANASONIC.COM/US/ENERGY-SOLUTIONS/WARRANTIES/BATTERY-STORAGE</u> OR IN THE DOCUMENTATION WE PROVIDE WITH THE EVERVOLT SYSTEM.

1. TO WHOM DOES THIS WARRANTY APPLY?

Panasonic Eco Systems North America, Division of Panasonic Corporation of North America ("**Panasonic USA**," "**us**," "**our**" or "**we**") extends this EVERVOLT Home Battery System Limited Warranty ("Limited Warranty") to:

- The original end-user purchaser of the EVERVOLT System; and
- Any subsequent title holder of such installation location, upon completion of the Limited Warranty Transfer Form located at:

<u>https://ftp.panasonic.com/batterystorage/warranty/transfer_ownership.pdf</u> ("**Owner**" or "you").

Provided that the EVERVOLT System:

- Was purchased from Panasonic USA or any of its affiliated companies, divisions or business units;
- Remains installed at the original installation location; and
- For the Labor Warranty only, was installed by an Authorized Installer. "Authorized Installers" are Panasonic USA designated companies that comply with certain conditions. Authorized Installers may be located at: <u>https://panasonic.bullseyelocations.com/local/InstallerLocator</u>

2. WHEN DOES THIS LIMITED WARRANTY APPLY?

This Limited Warranty applies when the EVERVOLT System is being installed with solar panels other than EVERVOLT solar panels or as a standalone storage system without solar panels.

3. WHAT PRODUCT(S) ARE COVERED BY THIS WARRANTY?

This Limited Warranty applies to the hardware components (each individually as a "**Product**") listed below and purchased from us after November 1, 2023. For purposes hereof the EVERVOLT System Components and the EVERVOLT System Accessories set forth below, shall be collectively referred to as the "**EVERVOLT System**".

EVERVOLT System Components

Model No.	Product Name
EVHB-I7	EVERVOLT Hybrid Inverter
EV-B5	EVERVOLT Battery
EV-BMS	Battery Management System
EV-B5-BASE	Battery Base
EV-SB	EVERVOLT SmartBox

EVERVOLT System Accessories

Model No.	Product Name	
PWIFI-3	Pocket Wi-Fi	
EV-B5-ACCE	Mounting Accessories (wall mounting bracket, level adjustor)	

4. WHAT DOES THIS WARRANTY COVER?

Product Warranties

Workmanship Warranty: We warrant that the EVERVOLT System will be free from defects in materials and product workmanship under normal application, installation, use, and service conditions.

Performance Warranty: We warrant that the EV-B5 EVERVOLT System Battery will retain at least 70% of rated capacity so long as the EV-B5 EVERVOLT System Battery is operated under normal use according to the operation and installation manual provided by us.

Labor Warranty

OPTIONAL, ADDITIONAL LABOR WARRANTY COVERAGE AVAILABLE WITH PRODUCT REGISTRATION

Under this Limited Warranty, you may be eligible to receive additional labor coverage of up to \$500 per warranty claim of necessary and reasonable shipment and labor costs associated with the installation of the original EVERVOLT System and the removal and reinstallation of a replacement Product by an Authorized Installer that result from a valid warranty claim under the terms of this Limited Warranty. This is additional to the standard limited product warranty provided for your EVERVOLT System. This optional, additional labor coverage is only available to you if (i) your original EVERVOLT System was installed by an Authorized Installer; and (ii) you register your EVERVOLT System at https://na.panasonic.com/us/form/battery-storage-registration or by emailing us at panasonic.com within 90 days from the date your EVERVOLT System was installed. IF THE ABOVE TWO CONDITIONS ARE NOT MET, THE OPTIONAL, ADDITIONAL LABOR COVERAGE DOES NOT APPLY BUT COVERAGE UNDER THE STANDARD LIMITED

PRODUCT WARRANTY REMAINS IN FULL FORCE AND EFFECT.

THE PRODUCT REGISTRATION REQUIREMENTS STATED HEREIN SHALL APPLY ONLY TO THE OPTIONAL, ADDITIONAL LABOR COVERAGE AND FAILURE TO REGISTER YOUR EVERVOLT SYSTEM WILL IN NO WAY DIMINISH YOUR STANDARD PRODUCT WORKMANSHIP OR PERFORMANCE WARRANTY RIGHTS PROVIDED HEREIN.

5. WHAT ARE THE PERIODS OF COVERAGE?

When reading the warranty periods below, please note that some states may not allow the warranty period to begin before the product is delivered, so any description of a warranty period starting before product delivery may not apply to you.

EVERVOLT System Components Warranty Periods

Workmanship Warranty Period: The EVERVOLT System Components Workmanship Warranty begins on the date the EVERVOLT System was first installed at the installation location for the original Owner, however, if the installation date cannot be verified, the EVERVOLT System Components Workmanship Warranty will commence sixty (60) days after the date that the original Owner purchased the EVERVOLT System ("**Workmanship Warranty Start Date**"). The EVERVOLT System Components Workmanship Warranty expires twelve (12) years after the Workmanship Warranty Start Date or the date on which the total energy throughput of the EVERVOLT System is equivalent to 6000 cycles at 90% depth of discharge per cycle, whichever occurs first, provided however, that the conditions, if any, set forth in the table below are met.

Model No.	Product Name	Condition(s)
EVHB-I7	EVERVOLT Hybrid Inverter	Operating temperature: -13 to 140°F (-25 to 60°C) Storage temperature: -13 to 167°F (-25 to 75°C)
EV-B5	EVERVOLT Battery	Charge temperature: 32 to 122°F (0 - 50°C) Discharge temperature: 14 to 122°F (-10 to 50°C)
EV-BMS	Battery Management System	
EV-B5-BASE	Battery Base	
EV-SB	EVERVOLT SmartBox	Operating temperature: -4°F to 113°F (-20°C to +45°C)

Performance Warranty Period: The EVERVOLT System Components Performance Warranty begins on the date the EVERVOLT System was first installed at the installation location for the original Owner, however, if the installation date cannot be verified, the EVERVOLT System Components Performance Warranty will



commence sixty (60) days after the date that the original Owner purchased the EVERVOLT System ("**Performance Warranty Start Date**"). The EVERVOLT System Components Performance Warranty expires twelve (12) years after the Performance Warranty Start Date or the date on which the total energy throughput of the EVERVOLT System is equivalent to 6000 cycles at 90% depth of discharge per cycle, whichever occurs first.

EVERVOLT System Accessories Warranty Period

The EVERVOLT System Accessories Workmanship Warranty shall provide coverage for a period of five (5) years commencing on the date the EVERVOLT System were first installed at the installation location for the original Owner. If the installation date cannot be verified, the EVERVOLT System Accessories Workmanship Warranty will commence sixty (60) days after the date that the original Owner purchased the EVERVOLT System.

Labor Warranty Period

The duration of the optional, additional Labor Warranty is the same as the applicable warranty period for the underlying Product. For example, the Labor Warranty coverage for the EVERVOLT System Battery (EV-B5) is the same as the workmanship warranty period for that Product (*i.e.*, 12 years). The optional, additional Labor Warranty, if applicable, shall commence on the date the EVERVOLT System was first installed at the installation location for the original Owner. If the installation date cannot be verified, the optional, additional Labor Warranty period will begin sixty (60) days after the date that the original Owner purchased the EVERVOLT System.

Warranty Period for Added Products

If you decide to add Products to the already installed EVERVOLT System (*i.e.* add an additional EV-B5 EVERVOLT System Battery), the added Product will not receive its own independent warranty but will be warranted for the remaining warranty period of the originally installed EVERVOLT System.

Warranty Period Extension for Repair or Replacement

If a Product is eligible for repair or replacement pursuant to Section 6, the applicable warranty period will be extended by the number of days that elapsed between the date of your warranty claim and the date of repair or replacement. However, if the remaining warranty period for the EVERVOLT System Components is less than 1-year when the repair or replacement occurs, the warranty period for the EVERVOLT System Components will be extended to 1-year automatically.

6. WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

- 6.1 Provided you submit a timely and eligible warranty claim during the applicable warranty period, we will provide you one of the following remedies: (i) ship an additional Product that is identical or reasonably equivalent to the original Product, (ii) fix the issue by updating the underlying software or changing the configuration, if applicable, (iii) repair the Product, (iv) replace the Product, or (v) provide a refund in accordance with Section 6.2 below. THIS LIMITED WARRANTY DOES NOT COVER REMOVAL, REINSTALLATION, OR RELATED COSTS, UNLESS YOUR EVERVOLT SYSTEM WAS INSTALLED BY AN AUTHORIZED INSTALLER AND YOU REGISTER YOUR EVERVOLT SYSTEM AS REQUIRED UNDER THE LABOR WARRANTY SECTION.
- 6.2 A refund of the original Product purchase price may be available to you in limited circumstances. Such circumstances include, but are not limited to, when (i) the Product cannot be repaired and an identical or reasonably equivalent replacement is not available, or (ii) you reject the replacement Product in accordance with Section 6.3. Any refund of the original Product purchase price will be pro-rated by the number of months from the commencement of the applicable warranty period to the date of refund. If the original Product is the subject of third-party financing, any applicable refund will be paid to the titleholder of the Product.

Example: Your warranty period commenced on July 1, 2020. You had a warranty claim on March 1, 2030, and we are unable to repair your Product or provide an identical or reasonably equivalent replacement and has provided you notice of refund on July 1, 2030. Your refund would be calculated based on the following:

Original Purchase Price ÷ Total Length of Warranty × Number of Years Remaining in Warranty Period

- 6.3 If your Product is replaced, we will pay the cost of having the Product returned to us, and the original Product shall become our property upon receipt. For the replacement Product, we may deliver the same Product (new or refurbished) or may deliver a new or refurbished Product that differs in size, color, shape, model number, and/or power level. You have the right to reject a replacement Product that differs in size, color, shape, model number, and/or power level. You have the right to reject a replacement Product. Please note that some Product models may have been discontinued or there may be no stock available by the time you submit a warranty claim. To the best of our ability, we will attempt to provide a replacement Product, and we have no new Products in stock that are exactly the same as your original Product, we will refund the purchase price to you, subject to any pro-rata calculations described in Section 6.2 above.
- 6.4 We will use commercially reasonable efforts to supply an exact model replacement even in the event that there has been a model change (*i.e.* EVHB-I7 upgraded to EVHB-I8). However, we reserve the right to provide a newer model provided that it is compatible with your EVERVOLT System.

6.4 The remedies set forth in this Section 6 are applicable to the Product only and does not apply to any other system components or parts.

7. HOW DO YOU OBTAIN WARRANTY SERVICE?

7.1 If you believe that you have a claim covered by this Limited Warranty, you must immediately notify the installer who sold you the EVERVOLT System, an authorized Panasonic USA representative, or Panasonic USA directly who will walk you through the claim submission process, including providing the claim form and what additional information may be needed. Panasonic USA can be reached directly by writing to the below address or via its website:

Panasonic Eco Systems North America, Division of Panasonic Corporation of North America Two Riverfront Plaza, Newark, NJ 07102 <u>panasonicevervoltsupport@us.panasonic.com</u> <u>https://na.panasonic.com/us/evervolthomebatterywarranty</u>

- 7.2 Upon our receipt of your warranty claim, we will reach out to the Authorized Installer that installed your EVERVOLT System to try and determine through telephone and/or e-mail exchanges whether the reported warranty claim is valid. In some instances we may need to contact you directly to obtain further information to assist us in either verifying the warranty claim or troubleshooting the issue. In the event that we are unable to confirm your warranty claim, we may send one of our engineers to the installation location to confirm the warranty claim. Upon confirmation that the warranty claim is valid, we shall remedy in accordance with Section 6.
- 7.3 If we remedy your claim by replacing the Product, please do not ship your original product back to us. When the replacement Product arrives, we will arrange for your Authorized Installer to ship the Product back to us on your behalf. The Authorized Installer will place the original Product into the shipping box of the replacement Product and follow our communicated shipping instructions. The original Product must not be returned unless we have authorized your Authorized Installer to return.

8. DO CLAIMS HAVE TO BE MADE WITHIN A CERTAIN PERIOD OF TIME?

YOU MUST BRING A CLAIM UNDER THIS LIMITED WARRANTY WITHIN **ONE (1) MONTH** FROM THE DATE YOU KNEW ABOUT THE DEFECT.

Examples:

i. You notice in the second year after installation of the EVERVOLT System that one of your EV-B5 batteries is retaining only 40% of its rated capacity. This is a clear sign that there is something wrong with the EV-B5 battery and that you need to have the battery inspected for defects. You



must file a claim with us within 1-month of discovering this reduced capacity retention rate.

ii. You notice in the fourth year after installation of the EVERVOLT System that the system stops working. You must file a claim within 1-month from the first time that the discovered the system stopped working.

9. WHAT DOES THIS LIMITED WARRANTY NOT COVER?

This Limited Warranty does not cover any of the following:

- 9.1 Products sold and/or installed outside the United States of America or USA Territories.
- 9.2 Products not purchased from Panasonic USA.
- Claims submitted after the expiration of the applicable warranty period or if you: (i) have no 9.3 evidence of purchase; (ii) have no proof of installation by a qualified licensed solar or electrical contractor; or (iii) fail to provide necessary information to diagnose and troubleshoot the claim.
- 9.4 Altered, removed, or illegible Product serial number(s).
- 9.5 Products that have been repaired or replaced by anyone other than Panasonic USA or its Authorized Installer.
- 9.6 Cosmetic variations, stains, or scratches that do not affect product functionality.
- 9.7 Marine, recreation vehicle, or mobile installations of any kind.
- 9.8 Improper applications.
- 9.9 Damage or corrosion resulting from environmental pollution such as soot, chemical vapors, acid rain, direct contact with salt water such as ocean spray, immersion in water, whether caused by flooding or otherwise, and any type of mold.
- 9.10 Damage from sound, vibration, rust, scratches, or discoloration that is the result of normal wear and tear, aging or continuous use.
- 9.11 Damage caused by inadequate or improper usage, alteration, installation, wiring, handling, removal, maintenance, storage, packaging, transportation.

- 9.12 Damage caused by abuse, neglect, vandalism, accident, animals or insects, or external stress, such as, but not limited to, stepping on the Product, impacts from objects and contact with liquids and substances.
- 9.13 Damage from non-compatibility with, or defects in, system-related parts and components.
- 9.14 Damage from extreme natural conditions such as earthquakes, typhoons, tornados, volcanic activity, tsunami, lightning, heavy snow or ice, fire, or other unforeseen circumstances.
- 9.15 Damage from terrorist acts, riots, war, power surges or other man-made disasters.
- 9.16 Damage due to insufficient ventilation of the product.
- 9.17 Damage due to failure to comply with all installation manuals, user manuals and maintenance instructions provided with the Products.
- 9.18 Damage due to failure to install the EVERVOLT System in a well-ventilated area located in a garage or structure detached from the living space and not (i) in the basement of the home, (ii) in areas with highly flammable materials are stored, and/or (iii) near television antenna or cables.
- 9.19 Damage due to failure to comply with safety rules and regulations applicable to the Products (may differ by state and region).
- 9.20 Costs and expenses arising from a damaged Product or loss of power generated during the Product downtime for reasons not covered by this Limited Warranty.

10. IS INTERNET CONNECTIVITY REQUIRED AND HOW DOES IT IMPACT MY WARRANTY?

- 10.1 You shall connect the EVERVOLT System to the Internet and shall maintain such connection throughout the applicable warranty period. By installing the EVERVOLT System and connecting it to the Internet, you agree that we may remotely monitor the use and condition of the EVERVOLT System and update the EVERVOLT System's software and firmware, as necessary. If a lack of Internet connectivity prevents us from obtaining information necessary to confirm that the EVERVOLT System was being used within permitted temperature and voltage ranges, we may void any coverage under this Limited Warranty, except under the conditions described below.
- 10.2 We will uphold the Limited Warranty during intermittent loss of Internet connectivity provided the following conditions are met:

- You contract, maintain, and provide Internet connectivity for your EVERVOLT System throughout the applicable warranty period at the property on which the EVERVOLT System is installed.
- A solid-state data storage device (*i.e.* USB drive, SD card) is installed at the EVERVOLT System installation site that is capable of storing battery diagnostic information during outages.
- You move to re-establish Internet connectivity as soon as possible for the EVERVOLT System if Internet service is lost.
- You allow us or our agents reasonable access to the installation property to retrieve data from the Product upon our reasonable request.
- 10.3 If a live connection to the Internet is not possible, we will uphold the Limited Warranty if the complete EVERVOLT System diagnostic history is available on the local storage device described in Section 10.2 above. This data must be made available to process any warranty claims. If this data is not made available, we reserve the right to reject any and all warranty claims. Further, if there is a critical need to update software (including firmware) on or related to any Product or other component for any reason, access must be provided within a reasonable time to update locally.

11. HOW DO I REGISTER MY EVERVOLT SYSTEM?

We encourage you to register your EVERVOLT System as soon as possible after installation at:

https://na.panasonic.com/us/form/battery-storage-registration

Registration is strongly recommended as it will ensure you receive timely communication about your EVERVOLT System such as safety issues and recalls, establish easy reference of your proof of purchase if you ever submit a warranty claim, and give you easy access to support. Registration is one of the requirements of the optional, additional labor warranty coverage. However, your failure to register your EVERVOLT System will not impact your ability to receive support for a valid Product Workmanship Warranty claim or a Product Performance Warranty claim.

12. WILL I RECEIVE ANY SERVICE FOR MY EVERVOLT SYSTEM AFTER EXPIRATION OF THE WARRANTY PERIOD?

If (i) the applicable warranty period has expired; or (ii) the issue is not within the scope of this Limited Warranty as set forth in Section 9, we can provide service for your EVERVOLT System for a fee ("Service Fee"). The Service Fee includes the below costs:

12.1 On-Site Service Fee: includes the cost of: (i) reasonable and necessary travel; (ii) the time required for the Authorized Installer to perform on-site services; and (iii) labor for the Authorized Installer to install, analyze, repair, test and maintain faulty Products.



- 12.2 Materials Fee: includes the cost of replacement parts, units or any other relevant materials.
- 12.3 Logistic Fee: includes the cost of shipping the original Product back to us and/or the cost of shipping the replacement Product to You.

13. WARRANTY DISCLAIMER

THE EXPRESS WARRANTIES SET FORTH HEREIN, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, SHALL CONSTITUTE THE ONLY WARRANTIES APPLICABLE TO THE EVERVOLT SYSTEM. TO THE EXTENT ALLOWED BY LAW, WE HEREBY EXPRESSLY DISCLAIM ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON OUR PART, UNLESS WE EXPRESSLY AGREE IN WRITING TO SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES.

TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THE APPLICABLE WARRANTY PERIOD.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

14. LIMITATION OF LIABILITY

WE SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, OR LOSS OF REVENUES FOR ANY REASON WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOST GOODWILL, WORK STOPPAGE, PRODUCT(S) FAILURE, OR IMPAIRMENT OF OTHER GOODS ARISING OUT OF OR RELATED TO THE EVERVOLT SYSTEM. OUR TOTAL LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY THE ORIGINAL OWNER FOR THE EVERVOLT SYSTEM.

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

15. WHAT CAN YOU DO IN CASE OF A DISPUTE WITH US?

We take great pride in our customer service. However, if you are not satisfied with the handling of your claim, the following informal dispute resolution procedure is available to you, unless you elect to bring an eligible claim in small claims court against us.

- 15.1 If you have a concern or dispute, please send a written notice describing your concern or dispute and your desired resolution to: panasonicevervoltsupport@us.panasonic.com
- 15.2 We shall attempt, in good faith, to resolve the dispute with you. If the dispute has not been resolved within 40 days of our receipt of your written notice, both parties agree to use the alternative dispute resolution (ADR) procedures of Judicial Arbitration and Mediation Services (JAMS). Under JAMS, you have the right to an in-person hearing before a neutral arbitrator and counsel of your choosing. We will cover all JAMS fees. The arbitration shall allow for the discovery or exchange of non-privileged information relevant to the dispute. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled. The parties will take such action, if any, required to effectuate such toll.

For additional information regarding JAMS procedures, time limits, and types of information required for prompt resolution of disputes, please visit <u>https://www.jamsadr.com</u> or contact JAMS at the following address and telephone number or by contacting your local JAMS office, if any:

JAMS Corporate HQ 18881 Von Karman Ave. Suite 350 Irvine, CA 92612 Tel: 800-352-5267

16. AUTHORIZED INSTALLERS.

Any enhanced warranty coverage, remedies, or benefits set forth herein relating to use of Authorized Installers do not constitute any warranty or guarantee covering, and we expressly disclaim any responsibility for, any services provided by an Authorized Installer. If you have a claim relating to the services provided by an Authorized Installer. If you have a claim relating to the services provided by an Authorized Installer. If you have a claim relating to the services provided by an Authorized Installer. If you have a claim relating to the services provided by an Authorized Installer. If you have a claim relating to the services provided by an Authorized Installer. If you have a claim relating to the services provided by an Authorized Installer. If you have a claim relating to the services provided by an Authorized Installer. If you have a claim relating to the services provided by an Authorized Installer. If you have a claim relating to the services provided by an Authorized Installer. If you have a claim relating to the services provided by an Authorized Installer. If you have a claim relating to the services provided by an Authorized Installer. If you have a claim relating to the services provided by an Authorized Installer.

17. SEVERABILITY

If a part, provision or clause of this Limited Warranty, or its application to any person or circumstance is held invalid, void or unenforceable, such holding shall not affect this Limited Warranty and all other parts, provisions, clauses or applications shall remain, and, to this end, such other parts, provisions, clauses or applications of this Limited Warranty shall be treated as severable.



18. FORCE MAJEURE

We shall not be held responsible or liable to you or any third-party arising out of any non-performance or delay in performance of any obligation set forth in this Limited Warranty, due to acts of God, war, riots, strikes, government action, unavailability of suitable and sufficient labor, material, die, or capacity or technical or yield failures and any unforeseen event beyond our control, including, without limitations, any technological or physical event or conditions which is not reasonably known or understood at the time of the sale of the EVERVOLT System or the claim.