



# Nilar Limited Fifteen (15) Year Product Warranty

## 1 Preface

The primary purpose of this document is to clearly define the conditions related to the Limited Product Warranty of the Applicable Products.

## 2 Applicable Products

The **NILAR Limited Product Warranty** (hereinafter "Warranty") specified within this document applies to the Nilar Hydride® battery and the integrated monitoring unit (IMU), included in the articles below (hereinafter "Applicable Product") supplied by Nilar to the customer, through authorized dealers or through other distributors. Accessory Components shall mean all additional products such as, but not limited to, cabinet, switchgear and cables.

This Warranty is only valid when the Applicable Product is used in conjunction with Nilar battery management system (hereinafter "BMS") and system components.

Table 1: Product name and article number of the Applicable Product.

Product name	Article no.	Product name	Article no.
E-576V-5,76kWh	200034E	EPLUS-576V-6,91kWh	200034EP
E-576V-11,52kWh	200035E	EPLUS-576V-13,82kWh	200035EP
E-576V-17,28kWh	200036E	EPLUS-576V-20,74kWh	200036EP
E-576V-23,04kWh	200037E	EPLUS-576V-27,65kWh	200037EP
E-576V-28,80kWh	200038E	EPLUS-576V-34,56kWh	200038EP
E-576V-57,60kWh-M	200039E	EPLUS-576V-69,12kWh-M	200039EP
E-576V-57,60kWh-S	200040E	EPLUS-576V-69,12kWh-S	200040EP
E-288-5,8 kWh-K	210016E	EPLUS-288-6,91kWh-K	210016EP
E-576-5,76kWh-F	210017E	EPLUS-576-6,91kWh-F	210017EP
E-576-5,76kWh-F incl. ESO	210018E	EPLUS-576-6,91kWh-F incl. ESO	210018EP
E-576V-11,52kWh-F	210019E	EPLUS-576V-13,82kWh-F	210019EP
E-576V-17,28kWh-F	210020E	EPLUS-576V-20,74kWh-F	210020EP
E-576V-23,04kWh-F	210021E	EPLUS-576V-27,65kWh-F	210021EP
E-576V-28,80kWh-F	210022E	EPLUS-576V-34,56kWh-F	210022EP
E-576V-57,60kWh-F	210023E	EPLUS-576V-69,12kWh-F	210023EP

### **3 Warranty Conditions**

#### **3.1 Warranty Period**

The Warranty is valid for fifteen years or a minimum energy throughput, subject to section 4, starting from the initial (first) installation date, or three months after delivery from Nilar, whichever occurs first (hereinafter the "Warranty Period").

#### **3.2 Limitation of remedies**

Nilar's liability under this Warranty is limited to replacement, repair, refund and compensation. Replaced or repaired Applicable Products shall be warranted for the remainder of the original Term of Performance Warranty. In no event shall replacement or repair of any Applicable Product renew the Warranty Period.

#### **3.3 Firmware Upgrades**

In order to provide this Warranty for the full warranty period, Nilar requires the ability to promptly update the Product through firmware upgrades.

The upgrades must be performed and verified by suitably qualified Nilar personnel or representatives. The customer shall make its premises available for such personnel to perform any necessary upgrades. In the event that firmware upgrades are not performed in accordance with the recommendations issued by Nilar from time to time to the customer, the Warranty is no longer valid.

### **4 Performance Warranty**

Nilar warrants and represents that the Applicable Product retains at least 60% of Nominal capacity, as determined by the Standard Capacity Measurement Test detailed in clause 4.1, for either the full Warranty Period or for a minimum energy throughput as per the table below (whichever occurs first) when the battery system is operated under normal use as described in the Nilar EES Instruction manual.

The term "Nominal capacity" herein means the initially rated capacity of the Applicable Product as printed on the label of the Applicable Products. The preconditions of the valid Warranty shall be as follows:

- (i) The ambient temperature during the operation of the Applicable Products must not fall below 10 °C or exceed 30 °C.
- (ii) The energy throughput, whilst maintaining a maximum cyclic C-rate of 1C, is less than the values in the table below:

Table 2: Nominal capacity and energy throughput of the Applicable Product.

Article no.	Nominal capacity (kWh)	Energy throughput* (MWh)	Article no.	Nominal capacity (kWh)	Energy throughput* (MWh)
200034E	5,76	11,52	200034EP	6,91	13,82
200035E	11,52	23,04	200035EP	13,82	27,64
200036E	17,28	34,56	200036EP	20,74	41,48
200037E	23,04	46,08	200037EP	27,65	55,30
200038E	28,80	57,60	200038EP	34,56	69,12
200039E	57,60	115,20	200039EP	69,12	138,24
200040E	57,60	115,20	200040EP	69,12	138,24
210016E	5,80	11,60	210016EP	6,91	13,82
210017E	5,76	11,52	210017EP	6,91	13,82
210018E	5,76	11,52	210018EP	6,91	13,82
210019E	11,52	23,04	210019EP	13,82	27,64
210020E	17,28	34,56	210020EP	20,74	41,48
210021E	23,04	46,08	210021EP	27,65	55,30
210022E	28,80	57,60	210022EP	34,56	69,12
210023E	57,60	115,20	210023EP	69,12	138,24

\*Measured at the DC output of the battery.

#### 4.1 Standard Capacity Measurement Test conditions

- Ambient temperature: 20 to 25 °C
- Initial battery temperature from BMS: 20 to 25 °C
- Charging/discharging method
  - Charge: 0,2C until the BMS indicates full charge.
  - Discharge: 0,2C until full discharge signal is obtained from BMS.
- Current and voltage to be measured at the battery DC side.

## 5 Claim of warranty

In order to make a claim under this Warranty, you must notify the party from whom the Nilar Applicable Product was purchased, such as Nilar, a Nilar authorized dealer or the local Nilar distributor. For a claim to be valid it must include the following items:

- Proof of purchase (original) and any subsequent transfers of ownership.
- Detailed description of the defects
- Serial number of the Applicable Product and evidence of initial installation date.

Nilar or their authorized local representative may contact the customer for further information regarding a defect before issuing a Return Material Authorization (RMA) to the customer. Nilar reserves the right to undertake root-cause analysis testing prior to authorizing a claim. Final verification of the warranty claim will be made by Nilar.

### 5.1 Dispute

If the customer disputes Nilar's assessment of the claim, the Product must be evaluated by an independent certified 3rd party testing company. The customer will bear the cost of any 3rd party evaluation service charge.

If any testing of the Product's capacity is required, the testing must be performed in accordance with the conditions described in *4.1 Standard Capacity Measurement Test conditions*.

## 6 Service and remedies

If the Applicable Product fails to comply with the above Warranty, Nilar will repair the Applicable Product (using new or refurbished parts), replace the Applicable Product with an equivalent product (new or refurbished), or refund the customer the market price of an equivalent product at the time of the warranty claim or according to the compensation scheme below. Nilar may elect which remedy to provide.

- Level 1: 100 % refund of the initial purchase price, 1<sup>st</sup> to 24<sup>th</sup> month
- Level 2: 75 % refund of the initial purchase price, 25<sup>th</sup> to 48<sup>th</sup> month
- Level 3: 50 % refund of the initial purchase price, 49<sup>th</sup> to 72<sup>nd</sup> month
- Level 4: 30 % refund of the initial purchase price, 73<sup>rd</sup> to 96<sup>th</sup> month
- Level 5: 10 % refund of the initial purchase price, 97<sup>th</sup> to 120<sup>th</sup> month
- Level 6: 5 % refund of the initial purchase price, 121<sup>st</sup> to 144<sup>th</sup> month
- Level 7: 2 % refund of the initial purchase price, 145<sup>th</sup> to 180<sup>th</sup> month.

This Warranty covers Nilar's costs for materials necessary to re-establish trouble free operation of the Product. This Warranty does not cover costs of installation, cost of removal or cost of shipping. Such costs shall be borne by the customer.

## 7 Exclusions of Warranty

This Warranty does not cover any damages to the Applicable Product resulting from external factors, including but not limited to, any of the following activities:

- Modification, alteration, disassembly, repair or replacement other than by Nilar-certified personnel.
- Non-compliance with Nilar's official transport, storage, installation manuals and/or instructions.
- External influences, or force majeure, including unusual physical or electrical stress (power failure surges, inrush current, lightning, flood, fire, accidental breakage, etc.).
- Use or failure of an incompatible inverter, rectifier or PCS.
- Exposure to water, conductive dust or corrosive gas.
- Normal wear and 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.
- Theft of the Applicable Product or any of its components.

This Warranty does not cover products without an official Nilar serial number. Any damage or defect relating to accessory components to the Applicable Product are, in addition to the limitations above, limited to 24 months (Level 1).

In no event will Nilar be held responsible or liable for any personal injuries resulting from the use of the Applicable Product, or for any other damages, whether direct, indirect, incidental, or consequential; even if Nilar has been advised of such damages.

## 8 General conditions of delivery

For the deliveries from NILAR, the Nilar General Terms and Conditions that are in force from time to time shall apply. If the provisions of this Warranty should conflict with the General Terms and Conditions the provisions of this Warranty shall prevail.

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