

English:

Valid from April, 2015

LG Chem, Hereinafter referred to as "LGC," provides the following

## Warranty

for the

RESU 6.4 EX battery storage system

(the "Subject of the Warranty") under the following conditions.

### **Beneficiary of the warranty: spatial area of coverage of the warranty**

LGC provides the end customer (hereinafter referred to as the "Customer") with a non-transferable warranty for the Subject of the Warranty. The Customer is the natural person or legal entity which acquires the Subject of the Warranty for the purpose of on-site use.

### **Term of Performance Warranty**

The Performance Warranty for the Subject of the Warranty which LGC provides to the Customer is valid for 10 years (the "Term of Performance Warranty") and begins on the date of the invoice which the vendor issues to the Customer for the acquisition of the Subject of the Warranty.

### **Warranty of performance**

1. LGC warrants and represents that the Subject of the Warranty retains at least 80% of Nominal Energy 6.4kWh for 7 years after the date of invoice and at least 60% of Nominal Energy 6.4kWh for 10 years after under proper conditions of the use during the Term of Performance Warranty. The term "Nominal Energy" herein means the initially rated capacity of the Subject of the Warranty as printed on the label of the Subject of the Warranty. The precondition of the valid Performance Warranty shall be as follows:

- (i) The ambient temperature during the operation of the Subject of the Warranty must not fall below 0 °C or exceed 40 °C; and
- (ii) The Subject of the Warranty should not be exposed to a temperature exceeding 50 °C; and
- (iii) following Prerequisites for warranty of performance mentioned below must be met.

1. Accumulated discharge energy should not be more than 300 times of Nominal Energy per year

The warranted usable energy will be adjusted every year if the Customer fails to fulfil such requirement according to the following conditions:

Yearly Use Rate [%] = ( (Accumulated Energy - 1920KWh) ) / 1920KWh x 100%  
(1920kWh = 300 x 6.4kWh)

- If 0% < Use Rate <10%, then the warranted usable energy will be reduced by Use Rate x0.3
- If 10% ≤ Use Rate <20%, then the warranted usable energy will be reduced by Use Rate x0.6
- If 20% ≤ Use Rate <30%, then the warranted usable energy will be reduced by Use Rate x1.2

- If  $30\% \leq \text{Use Rate}$ , then the warranted usable energy will be reduced by  $\text{Use Rate} \times 1.8$

For example, if the yearly accumulated discharge energy is 2MWh, then the warranted usable energy would be reduced by 1.26% because:

Use rate :  $4.2\% = (2000-1920) / 1920 \times 100\%$

Reduced warranted usable energy :  $1.26\% = 4.2\% \times 0.3$

Provided that in any event the installation of the Subject of the Warranty for the Customer shall be completed within twelve (12) months from the date of manufacturing date of the Subject of the Warranty. LGC's liability under this warranty shall be limited to the repair or replacement with new or refurbished product at LGC's option as herein provided of any defective Subject of the Warranty which have been reported by Customers' place of purchase under Assertion of Warranty Claims as defective, and upon verification by LGC, have been determined to be defective.

Replacement and repaired Subject of the Warranty shall be warranted for the remainder of the original warranty period. In any event, the replacement or repair shall not justify the renewal or new beginning of the warranty period. In the event, the Subject of the Warranty is not available in the market anymore, LGC, at its option, may replace it with different kind of product with equivalent functions and performances or refund the remaining annually depreciated value of the purchase price over the Term of Performance Warranty beginning from the date of invoice as the Compensation Scheme below. The purchase price mentioned hereinabove means the list price actually paid by the Customer for the purchase or 4,575 USD, whichever is less.

<Compensation Scheme>

100% of the purchase price according to the document from the date on the purchase invoice up to 24 months (Class I); thereafter:

72% of the purchase price of the Subject of the Warranty according to the document for months 25 through 36 after the date on the purchase invoice (Class II); thereafter:

58% of the purchase price of the Subject of the Warranty according to the document for months 37 through 48 after the date on the purchase invoice (Class III); thereafter:

44% of the purchase price of the Subject of the Warranty according to the document for months 49 through 60 after the date on the purchase invoice (Class IV); thereafter:

30% of the purchase price of the Subject of the Warranty according to the document for months 61 through 72 after the date on the purchase invoice (Class V); thereafter:

16% of the purchase price of the Subject of the Warranty according to the document for months 73 through 84 after the date on the purchase invoice (Class VI); thereafter:

6% of the purchase price of the Subject of the Warranty according to the document for months 85 through 96 after the date on the purchase invoice (Class VII); thereafter:

4% of the purchase price of the Subject of the Warranty according to the document for months 97 through 108 after the date on the purchase invoice (Class VIII); thereafter:

2% of the purchase price of the Subject of the Warranty according to the document for months 109 through 120 after the date on the purchase invoice (Class IX); thereafter:

Accordingly, no warranty of performance will be provided as of the 121th month after the date on the purchase invoice.

**Prerequisites for warranty performance**

The warranty shall be performed if all of the following conditions are met:

- This certificate of warranty/warranty declaration is present in its original form.
- The invoice for the procurement of the Subject of the Warranty indicating the date of delivery is submitted.
- The Customer cooperates in determining whether or not the minimum capacity has been achieved by providing LGC with the battery data recorded by the inverter.

- LG Chem`s User manual provided with the Subject of the Warranty has been followed.
- The Subject of the Warranty has consistently been used as intended at all times.  
The battery inverter has consistently been used properly during the use of the Subject of the Warranty in accordance with the user manual of the battery inverter.
- The capacity of the Subject of the Warranty is under 80% of the Nominal Energy of the Subject of the Warranty within seven (7) years after the date of invoice.
- The capacity of the Subject of the Warranty is under 60% of the Nominal Energy of the Subject of the Warranty during the Term of Performance Warranty.
- And the shortfall of the guaranteed Nominal Energy is not attributed to force majeure, fire, frost or external forces.

#### **Exclusion of Warranty**

LGC's warranty shall not cover defects or non-conformities in the Subject of the Warranty which are caused by normal wear and tear, inadequate maintenance, transportation, storage or faulty repair, misuse, neglect, accident or abuse, modification to the Subject of the Warranty by a third party other than LGC or LGC's agent approved by LGC, failure to observe the maintenance or operating instructions provided by LGC, or improper installation. The warranty shall not apply to defects caused by external influences including unusual physical or electrical stress (power failure surges, lightning, flood, fire, accidental breakage), which are not the responsibility of LGC. No warranty shall apply to any damages caused by goods to which the Subject of the Warranty is incorporated or installed into, or used together with, including any parts thereof.

EXCEPT AS HEREIN EXPRESSLY STATED, THERE ARE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, FOR ANY SUBJECT OF THE WARRANTY THEREOF FURNISHED HEREUNDER. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY FOR THE SUBJECT OF THE WARRANTY.

IN NO EVENT SHALL LGC BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER FOR ANY REASON (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF EQUIPMENT OR LOSS OF REVENUES) REGARDLESS OF THE LEGAL THEORY ON WHICH ANY SUCH CLAIM MAY BE MADE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **Assertion of Warranty Claims**

LGC appoints the Customers' place of purchase as service centre (approved agent) for receiving and processing warranty claims. Upon discovering circumstances which substantiate that the Subject of the Warranty is running at a capacity of less than guaranteed Nominal Energy during the Term of Performance Warranty, the Customer must immediately submit the original invoice.

Customer's claims regarding the warranty hereunder shall be made within 21 days after Customer detects that the Subject of the Warranty falls short of the guaranteed capacity. As a prerequisite of assertion of warranty claims hereunder, Customer shall be required to submit to the Customer's place of purchase evidencing documents requested by LGC in accordance with LGC's instructions to be delivered through the Customer's place of purchase. LGC will examine the submitted evidencing documents and then will decide whether to collect the Subject of the Warranty and conduct a further inspection to verify the remaining capacity of the Subject of the Warranty. The inspection of the remaining capacity indicates that the guaranteed capacity was not fallen short of, the costs and expenses associated with such inspection shall be reimbursed by Customer.

#### **Applicable law**

This warranty is subject to the law of the Commonwealth of Australia.  
the certificate which is executed in the English language shall prevail in the event of conflict between the English version and the translated Korean version.

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Wonjoon Suh  
Director