

## **EP Cube Limited Warranty Statement**

**(Valid only in Spain and Italy)**

**Version: 1.30** Effective from Dec. 18th, 2023

### **LIMITED WARRANTY**

This Limited Warranty Statement applies to the following Eternalplanet Energy Co. Ltd (“Eternalplanet Energy”) EP Cube products and accessories that are sold and installed in Italy and Spain.

**EP Cube HES:** EP Cube HES-EU1-706G, EP Cube HES-EU1-710G, EP Cube HES-EU1-713G, EP Cube HES-EU1-716G, EP Cube HES-EU1-720G;

**EP Cube Power Converting System (PCS):** EP Cube PCS-EU1-7G;

**EP Cube Battery Module:** EP Cube B1-3G;

**EP Cube Base:** EP Cube Base1-G;

(Collectively, the “EP Cube Products”) and

**EP Cube AC Switch Box:** EP Cube ASB1-40;

**EP Cube Meter:** EP Cube 1PHM1, EP Cube 3PHM1;

**EP Cube Wall-mount Kit:** EP Cube Wall-mount Kit1;

(Collectively, the “Accessories”).

### **LIMITED PRODUCT WARRANTY**

Subject to the terms, conditions, and exclusions contained below, and subject to the EP Cube Products remaining connected to the internet following installation, Eternalplanet Energy warrants to the original end-user (the “Buyer”) that EP Cube Products and Accessories shall, during the applicable Warranty Period, (as set out below) be free from defects in materials and workmanship that has caused an adverse effect on product functionality under normal application, installation, use, and service conditions as specified in Eternalplanet Energy’s standard product documentation, which includes the Installation Manual and User Manual.

Eternalplanet Energy warrants that the EP Cube Products & Accessories will maintain their mechanical integrity and stability in accordance with the approved operation methods described in the Eternalplanet Energy Installation Manual.

The Warranty Period under this Limited Product Warranty for EP Cube Products other than Accessories is ten (10) years, and the Warranty Period for Accessories is two (2) years, or the minimum warranty period required by any mandatory applicable law in each case starting from the Warranty Effective Date as set out below.

Claims from the Buyer under the Limited Product Warranty shall be accepted by Eternalplanet Energy only if the malfunctioning or non-conformity of an EP Cube Product or Accessory has resulted exclusively from defects in materials and/or workmanship under normal application, installation, use, and service conditions as specified in Eternalplanet Energy's standard product documentation.

## **LIMITED PERFORMANCE WARRANTY**

In addition, subject to the terms, conditions, and exclusions contained below, and subject to the EP Cube Products remaining connected to the internet following installation, Eternalplanet Energy warrants to the Buyer that each EP Cube Battery Module (Product EP Cube B1-3G) will retain at least 80% of its initial capacity (as set out on the product label) until the earlier of the following: (i) the date that is ten (10) years after the Warranty Effective Date set out below; or (ii) the first date on which the EP Cube Battery Module has undergone 6,000 cycles\* under normal application, installation, use, and service conditions as specified in Eternalplanet Energy's standard product documentation (the "EP Cube Installation Manual", and together with the Limited Product Warranty, the "Limited Warranties").

\* A "Cycle" is a full charge (0% to 100% State of Charge) and a full discharge (100% to 0% State of Charge) of the Battery Module; several partial charges and discharges summed together constitute a full charge and full discharge of the Battery Module.

## **WARRANTY EFFECTIVE DATE**

The "Warranty Effective Date" is defined as commencing (i) six (6) months from the production date of the product as shown on the label; or (ii) the date of installation of the EP Cube Products and Accessories at the location of the original Buyer, whichever is the earliest.

## **REGISTRATION OF EP CUBE PRODUCTS AND INSTALLATION**

For the Buyer to avail the benefits under this Limited Warranty Statement, the EP Cube Products, Accessories, and confirmation of their installation are required to be registered with Eternalplanet Energy within forty-five (45) calendar days after they are installed. Registration should be completed by the installer as part of the installation and commissioning process. Registration is necessary to allow for remote upgrades and monitoring. To confirm whether the EP Cube Product(s) and Accessories have been registered, the Buyer should visit following

website: <https://epcube.com/eu/warranty.html>.

For information in Spanish: <https://epcube.com/es/warranty.html>.

For information in Italian: <https://epcube.com/it/warranty.html>.

## **INTERNET CONNECTIVITY REQUIREMENT**

To provide a high level of service and support for the EP Cube Products during the term of the Limited Warranties, Eternalplanet Energy requires all EP Cube Products to be connected to the internet throughout the duration of the Limited Warranty. Internet connectivity is established via the EP Cube Products and can be done by the installer or the Buyer, see the EP Cube Product Installation Manual for more details.

By installing the EP Cube Products and connecting to the internet, the Buyer agrees that Eternalplanet Energy may remotely monitor the use and condition of the EP Cube Product system, including the battery modules, and remotely upgrade the system's software and firmware from time to time without further notice to optimize performance, remove firmware vulnerabilities, and fix potential risks. If the EP Cube Product system loses internet connection for an extended period (i.e., more than sixty (60) calendar days), Eternalplanet Energy may not be able to provide important remote upgrades. In such cases, Eternalplanet Energy will attempt to notify the Buyer using the registered contact details, if possible, and remind the Buyer to reestablish the internet connection.

In such cases, if a claim is received within the warranty period and a fault with the product is discovered due to the fact that Eternalplanet Energy was unable to perform the remote upgrades due to the customer's failure to ensure an internet connection for the EP Cube, the customer will solely be liable for the adverse or negative consequences concerning such vulnerabilities and risks, and Eternalplanet's Standard Limited Warranty cannot be guaranteed. Any statutory warranty remains unaffected.

If the Buyer has any questions regarding connecting EP Cube Products to the internet, the Buyer is required to review the Installation Manual or contact Eternalplanet Energy Customer Service via e-mail.

For support in Spanish: [service.es@epcube.com](mailto:service.es@epcube.com)

For support in Italian: [service.it@epcube.com](mailto:service.it@epcube.com)

## **EXCEPTIONS AND EXCLUSIONS**

The following clauses will render the Limited Warranties inapplicable or null and void:

- Misuse, abuse and/or improper use, negligence, improper installation, overcharge, physical damage or alteration, either internally or externally, insufficient ventilation, use in an unsuitable environment for the EP Cube Products and/or Accessories, including any environment or location that causes excessive wear and tear or debris buildup within the EP Cube Products.

- Where installation, commissioning, or repairs have been performed or attempted on the EP Cube Products and/or Accessories by someone other than by an authorized service provider of Eternalplanet Energy.
- Where the EP Cube Products and/or Accessories have not been paid for in full by the Buyer in accordance with required payment terms.
- Where the EP Cube Products and/or Accessories are not installed, energized, and put into use within six (6) months after it is purchased by the Buyer.
- Where the EP Cube Products and/or Accessories are used as a component part of another product expressly warranted by another manufacturer.
- Where the EP Cube Products and/or Accessories are opened, modified, disassembled, or otherwise tampered with, without the express, prior written consent of Eternalplanet Energy, or where the seal of the EP Cube Products and Accessories is broken (for example, by leaving the front panel open);
- Any modification or removal of marks, reverse engineering, or alteration of the original EP Cube Products and Accessories or of their original identification and serial number.
- In some areas, e.g., desert/semi-desert areas and islands, where it is not reasonably possible to provide installation and services due to reasons including but not limited to transportation, labor shortages, or any other beyond the control of Eternalplanet Energy.
- Where the EP Cube products are not properly stored according to the storage conditions described in the product documentation especially for the EP Cube Battery Module: EP Cube B1-3G. The storage requirements are as follows:
  - a. Storage temperature: 0-35°C
  - b. Storage humidity: <95%

The following are not included in the scope or application of the Limited Warranties:

- Normal wear and tear;
- Damage caused by fire, water, rust or other corrosion, biological infestations, or any animals or insects;
- Damage caused by improper installation, storage, operation, or maintenance or where not performed in accordance with instructions in the product documentation or any local, provincial, state, or federal laws, regulations, codes, and requirements;
- Third party equipment, component parts, software or monitoring systems, or damage caused by any of the foregoing;
- Damage from improper handling, shipping, and transportation or accidents;
- Material or workmanship not provided by Eternalplanet Energy or its authorized service providers;

- Replaceable service items, including fuses;
- Any costs incurred by the Buyer or installer for troubleshooting, installation, removal, or re-installation of the EP Cube Product;
- Damage caused by force majeure events or accidents, including but not limited to power surge, flood, fire, earthquake, storm, lightning, and accidental breakage;
- Damage caused by exposure to sea coasts/saltwater or other aggressive atmospheres or environmental conditions without EP's written confirmation/approval prior to the installation;
- Damage caused by external events such as high input voltage from generators and electrical grid events outside the specifications of the EP Cube Product, including but not limited to harmonics, voltage transients, flickering, and frequency events;
- Damage to EP Cube Products and/or Accessories caused by accidental breakage, vandalism, explosions, acts of war, or other events outside Eternalplanet Energy's control; or if the EP Cube Products and/or Accessories have been moved from the original installation location.
- Damage caused by ground faults in any part of the photovoltaic generator set/array;

The Limited Warranties also do not cover normal wear and tear such as (a) superficial defects, coating, painting, dents, or marks that do not impact the performance of the EP Cube Product, (b) LED indicator failure that does not affect product operation, or (c) any color fading of the EP Cube Products or any other changes in product appearance that do not represent defects, insofar as the change in appearance does not stem from defects in materials and/or workmanship, and does not impact the functionality of the EP Cube Products.

## **REMEDIES**

If any EP Cube Products and/or Accessories fail to conform to the Limited Performance Warranty or the Limited Product Warranty during the applicable Warranty Period, Eternalplanet Energy will, at its sole discretion, either repair the affected product, replace the product with a refurbished product of the same type (or equivalent type if the same type is not available), or refund the appropriate residual market value of the affected product unless otherwise required by any mandatory applicable law. Any physical repairs, replacement or collection of the affected parts will be carried out by Eternalplanet Energy or its Authorized Partner.

If the product is not found to be covered by this Limited Warranty, Eternalplanet Energy reserves the right to charge a handling fee. When repairing or replacing the product, Eternalplanet Energy may use products that are new, equivalent to new, or refurbished. The costs and expenses including fees, levies, taxes, or other financial duties due in relation to any applicable electronic waste disposal regulation shall be borne exclusively by the Buyer. The cost of any fees, levies, taxes, or other financial duties imposed on the remedies implemented by Eternalplanet Energy or imposed on the EP Cube Product and/or Accessories (which are

subject to such remedy), that are due to regulatory, government or judicial decisions not existing at the time of purchase of the affected products shall be borne by the Buyer.

Any repair or replacement of affected EP Cube Products and/or Accessories shall not increase the applicable Warranty Period. The Warranty Period for replaced or repaired products is the remainder of the Warranty Period for the original affected EP Cube Products and/or Accessories, as the case may be. Ownership of all products and parts which have been replaced shall automatically be passed to Eternalplanet Energy, and the Buyer waives any right, title, and/or interests over the same.

EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, THE FOREGOING REMEDIES STATE ETERNALPLANET ENERGY'S SOLE AND EXCLUSIVE OBLIGATION AND THE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTIES.

## **CLAIM PROCESS**

If the Buyer believes that they have a justified claim covered by the Limited Product Warranty or Limited Performance Warranty set out above, then the Buyer is obliged to submit a claim in writing no later than 14 days after the defect is detected or should have been detected, with supporting information including but not limited to the claimed quantity, serial numbers, purchasing invoices and proofs, to Eternalplanet Energy within the applicable Warranty Period to the official email address given below:

For support in Spanish: [service.es@epcube.com](mailto:service.es@epcube.com)

For support in Italian: [service.it@epcube.com](mailto:service.it@epcube.com)

Upon receipt of such written claims, Eternalplanet Energy may seek further verification of the Buyer's claim of a breach of the foregoing Limited Warranty(ies).

## **WARRANTY ASSIGNMENT**

The Limited Warranties are transferrable to a party taking legal title to the EP Cube Products & Accessories (a "Secondary Owner"), provided that the EP Cube Products remain installed in their original installation location. To transfer the Limited Warranties, the Secondary Owner shall be required to register the EP Cube Products with Eternalplanet Energy. The Secondary Owner will only have warranty coverage on the transferred EP Cube Products and Accessories for the unexpired portion of the original Limited Warranties (if any), subject to the terms, conditions, and exclusions contained herein.

## **NO INDEPENDENT WARRANTIES**

The Buyer has the right to pursue claims under each of the warranties set forth above, provided that if claims arise under multiple limited warranties from a single defect, then if Eternalplanet Energy remedies that defect as set forth above, Eternalplanet Energy shall be

deemed to have resolved all applicable warranty claims arising from that defect.

## **DISPUTE RESOLUTION**

In case of any dispute related to warranty claims mentioned in this document, such a dispute shall be referred to and finally resolved pursuant to the governing law clauses and dispute resolution procedures under the purchase agreement between the Buyer and Eternalplanet Energy.

## **DISCLAIMERS**

THE LIMITED WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, AND ALL OTHER OBLIGATIONS ON THE PART OF ETERNALPLANET ENERGY UNLESS SUCH OTHER WARRANTIES AND OBLIGATIONS ARE AGREED TO IN WRITING BY ETERNALPLANET ENERGY. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO THE BUYER IN SUCH JURISDICTIONS.

## **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ETERNALPLANET ENERGY HEREBY DISCLAIMS AND SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR, DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO ANY OF ITS PRODUCTS (INCLUDING ANY EP CUBE PRODUCTS/ACCESSORIES) OR THEIR USE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL ETERNALPLANET ENERGY BE LIABLE TO THE BUYER, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER THE BUYER, FOR ANY LOST PROFITS, LOSS OF USE, EQUIPMENT DOWNTIME, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, HOWSOEVER ARISING, RELATED TO THE EP CUBE PRODUCTS, EVEN IF ETERNALPLANET ENERGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ETERNALPLANET ENERGY'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE SHALL NOT EXCEED THE PURCHASE PRICE PAID BY THE BUYER FOR THE EP CUBE PRODUCT/ ACCESSORIES IN THE CASE OF A WARRANTY CLAIM.

THE BUYER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS, THE PURCHASE PRICE OF THE EP CUBE PRODUCTS WOULD BE SUBSTANTIALLY DIFFERENT.

SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO THE BUYER IN SUCH JURISDICTIONS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE BUYER IN SUCH JURISDICTIONS.

YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS LIMITED WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM COUNTRY TO COUNTRY. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS. SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY MAY NOT APPLY TO YOU IN THOSE AREAS.

## **NOTE**

In the event of any inconsistency among different language versions of this Limited Warranty Statement, the English version shall prevail. The installation and handling of EP Cube Products and Accessories requires professional skills and should only be performed by qualified professionals. Please read the safety and installation instructions before using the EP Cube Products and Accessories.