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## **QUALITY AGREEMENT FOR RESIDENTIAL ENERGY STORAGE SYSTEM**

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福建时代星云科技有限公司

Contemporary Nebula Technology Energy Co., Ltd.

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Party A: Consumer or Distributor

Party B: Contemporary Nebula Technology Energy Co., Ltd.

Through consultation, Party A and Party B have entered into the following quality agreement:

## 1、Definition

1.1 **The main contract** is the Sales Contract entered into by Party A and Party B concerning the delivery of products for each project, which describes the commercial terms of delivery.

1.2 A **technical agreement** is an agreement between Party A and Party B to document and agree on the technical details of the product.

1.3 **Warranty period** means the term referred to and defined in Section 3 below.

1.4 **Products** shall mean the battery modules and goods, equipment, accessories and tools (including but not limited to any raw materials and components contained therein) purchased by Party A from Party B under the Main Contract, as well as the designs, documents, services, software, firmware, hardware and / or consulting services provided by Party B.

1.5 **Defect** means any defect (including improper design, engineering, construction, installation, process, commissioning or manufacturing) or performance deficiency and abnormal wear in any part of the product that is present from the time of delivery.

1.6 **Serial defects** (also referred to as “continuous defects”) are common defects affecting ten percent (10%) of the product or seven units (when the quantity is less than 100 units) of the product found during any rolling period of one year within the warranty period (whether extended or standard), which can be determined by root cause analysis. Note that software failures are not part of a series of defects.

1.7 The **battery module** shall include but not be limited to a set of battery cells in series and/or in parallel. In addition to the battery unit, the battery module also includes but is not limited to internal temperature and voltage measuring devices, control and communication devices, DC and control wiring connections.

1.8 **Battery system** refers to the entire system of battery modules and battery control boxes.

1.9 **EOW** means end of warranty.

1.10 **End customer** refers to Party A's next-level customer or final consumer.

## 2、Quality Assurance System

2.1 Party B shall establish a quality management system according to ISO9001 standard to prove its ability to provide qualified products to Party A.

2.2 Party B agrees that Party A or a third party recognized by both parties shall audit Party B's quality assurance system by means of factory audit or factory visit, and check whether its quality

assurance capability can meet Party A's requirements. Under such circumstances, Party A shall keep Party B's relevant trade secrets, otherwise Party B shall have the right to hold Party A legally liable.

2.3 Prior to the audit/visit, Party A (or the aforesaid third party) shall formally submit a written audit/visit notice to Party B, which shall include: schedule, audit content, audit area and reference standards, and shall be executed only after reaching agreement with Party B in advance. In order to meet the confidentiality requirements, Party B shall have the right to refuse any confidential information related to the content and region of the audit.

### 3、Statements Required by Australian Consumer Law

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

#### 3.1 Manufacturer contact details:

Name	Contemporary Nebula Technology Energy Co., Ltd.
Address	No.26-1, Majiang Road, Mawei District, Fuzhou City, Fujian Province
Email address	cntepower@cntepower.com
Phone number	86 591 8397 0008
Website address	<a href="http://www.cntepower.com">http://www.cntepower.com</a>

#### 3.2 Factory contact details:

Name	Contemporary Nebula Technology Energy Co., Ltd.
Address	No.26-1, Majiang Road, Mawei District, Fuzhou City, Fujian Province
Email address	cntepower@cntepower.com
Phone number	86 591 8397 0008
Website address	<a href="http://www.cntepower.com">http://www.cntepower.com</a>

#### 3.3 Australia importer contact details:

Name	AMPCONTROL BURN BRITE PTY LTD
Address	21 Old Punt Rd, Tomago NSW 2322
Email address	brad.collins@ampcontrolgroup.com
Phone number	0412 551 623

Website address	www.ampcontrolgroup.com
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#### 4、Product Warranty

Product basic information

Product Name	Rechargeable Li-ion Battery System
Product Model	BB-LFP-100Ah-P
Product Landing Country	Australia
Life Cycle (25℃, 0.5C/0.5C@70%SOH)	≥6000
Max Continuous Charge/Discharge Rate (kW)	2.56
Nominal Capacity (kWh)	5.12
Original Country of Manufacture	China

##### 3.1 Product warranty period

Under the system operating conditions stipulated in the user manual, Party B shall provide the following warranty:

a) Lithium iron phosphate battery pack cycle life of 10 years;

The warranty period begins to be calculated from the earlier of the following dates:

a) Six months after the product is manufactured;

b) Product activation date starts (based on the time when the cloud platform receives data for the first time).

##### 3.2 Limited product warranty coverage

a) Party B's liability during the warranty period is limited to replacement or repair of the product in accordance with the Main Contract and this agreement, and the product after replacement or repair shall be guaranteed for the remaining time of the original warranty period. Under no circumstances shall replacement be the reason for the renewal of the warranty period.

b) If the battery system is damaged due to the failure of Party A or its customers to install, operate or maintain the battery system in accordance with the drawings and product user manuals provided by Party B, or due to reasons other than Party B's technicians or other reasons not attributable to Party B, Party B may provide support within its ability, but all expenses shall be borne

by Party A. If Party A repairs or replaces the battery system without Party B's written authorization, Party B shall no longer be liable for the warranty.

### 3.3 Capacity and test conditions during the warranty period

Party B warrants that under its own conditions, the product shall operate in a normal manner in accordance with the manual provided by Party B for 10 years, retaining 70% of its available capacity and not less than the minimum throughput energy.

#### 3.3.1 Low-Voltage Residential Energy Storage Systems

If any capacity testing of the product is required, the testing must be carried out under the following conditions:

- a) The testing environment temperature must be  $25\text{ }^{\circ}\text{C} \pm 2\text{ }^{\circ}\text{C}$ ;
- b) The initial temperature of the battery must be  $25\text{ }^{\circ}\text{C} \pm 1\text{ }^{\circ}\text{C}$ ;
- c) Constant voltage (57.6 V) and constant current (0.5 C), discharge the unit voltage lower than 2.70V and the protection is triggered, wait for 30 minutes;
- d) Constant voltage (57.6 V) and constant current (0.5 C), charge the unit voltage to 3.60 V and the protection is triggered, wait for 30 minutes;
- e) Constant voltage (44 V) and constant current (0.5 C), discharge the unit voltage lower than 2.70 V and the protection is triggered. Record the discharge capacity, voltage, current, and temperature.

The available energy and minimum throughput energy of each model of product are showed in the table:

Product Model	Available Capacity (KWh)	Minimum Throughput Energy (MWh)
BB-LFP-100Ah-P	5	15
YLB1-5	5	15
YLB1-10	10	30
YLB1-15	15	45
YLB-20	20	60
YLB2P-14.3	14.3	42.9

#### 3.3.2 High-Voltage Residential Energy Storage Systems

If any capacity testing of the product is required, it must be done under the following conditions:

- a) The testing environment temperature must be  $25\text{ }^{\circ}\text{C} \pm 2\text{ }^{\circ}\text{C}$ ;
- b) The initial temperature of the battery must be  $25\text{ }^{\circ}\text{C} \pm 1\text{ }^{\circ}\text{C}$ ;
- c) Constant normal voltage and constant current (0.33 C), discharge the unit voltage lower than 2.60V and the protection cutoff, wait for 30 minutes;
- d) Constant normal voltage and constant current (0.33 C), charge the unit voltage to 3.65 V

and the protection is cut off, wait for 120 minutes;

e) Constant normal voltage and constant current (0.05 C), charge the unit voltage to 3.65 V and the protection is cut off, wait for 30 minutes;

f) Constant normal voltage and constant current (0.33 C), discharge the unit voltage to 2.00 V and the protection cutoff. Record the discharge capacity, voltage, current, and temperature.

The available energy and minimum throughput energy of each model of product are showed in the table:

Product Model	Available Capacity (KWh)	Minimum Throughput Energy (MWh)
YHB1-4.7	4.7	14.1
YHB1-7	7.05	21
YHB1-9.4	9.4	28.2
YHB1-11.8	11.7	35.1
YHB2P-9.4	9.4	28.2
YHB2P-14	14	42
YHB2P-18.8	18.8	56.4
YHB2P-23.5	23.5	70.5

### 3.4 Warranty description for consumable parts

a) The wearing parts can be repaired and replaced free of charge during the warranty period stipulated in this article;

b) If the wearing parts are used for more than the time specified in the following list, Party B shall only provide spare parts (the cost shall be borne by Party A) and shall not conduct failure analysis.

If the product is a low-voltage residential energy storage system, consumable parts and warranty period are as follows:

Name of the consumable part	Warranty Period (year)
Fuse _ Three ends	One

If the product is a high-voltage residential energy storage system, consumable parts and warranty period are as follows:

Name of the consumable part	Warranty Period (year)
DC/DC Power _ DC	One
High voltage Relay _ Electrical	One
Precharge resistance	One

Low voltage Relays _ Pre-charged relays	One
Fuse	One
Low voltage relay _24VDC	One
Battery BMS Motherboard	One
Hall sensor	One
Disconnecting switch	One
Metal button with light	One
Battery BMS_ Slave board	One

## 5、Disclaimer and Limitation

### 4.1 Disclaimer

a) To the extent permitted by law, the warranty in this agreement is the only express warranty for the products. If applicable law requires Party B to provide other warranties, to the extent permitted by law, such warranties provided by Party B shall be effective only during the warranty period, and Party B disclaims any implied warranties with respect to the products;

b) Neither the Product Distributor nor any other person shall have the right to make any warranties on behalf of Party B other than those set forth in this document, or to extend the term of warranties beyond the term agreed herein;

c) The residential energy storage system included in this agreement is fixed and installed on the client side, which is heavy and difficult to move. In order to ensure the safety of the product and the end customer, during the warranty period, the end customer is prohibited to disassemble the faulty product without authorization, otherwise Party B will no longer be liable for the warranty.

### 4.2 Limitation of liability

a) Unless otherwise agreed and for the purpose of providing warranty, to the maximum extent permitted by law, if any event (whether contractual, tort, etc.) causes Party B to be liable for any costs, damages (including direct, indirect, incidental, special or punitive damages) arising out of the Products, their installation or use, any defects thereof, or breach of warranty, The total amount of such costs and compensation shall not exceed the purchase price of the products.

b) When the products are sold to the terminal, Party A shall have the responsibility and obligation to maintain the brand of YOSHOPO, and properly handle the feedback or complaints against the terminal. Except under special circumstances, Party B shall not directly communicate with the next level of customers beyond Party A. Under special circumstances, Party A may invite Party B to jointly respond to the feedback and complaints of the next level of customers.



### 4.3 Warranty limitation

This warranty does not apply to any defect or damage caused by:

- a) Products that are not installed, maintained or operated in accordance with the User Manual;
- b) Problems caused by the use scenario beyond the IP protection level of the product, including but not limited to damage caused by water, conductive dust or corrosive gas;
- c) Use this product in a strong electrostatic or magnetic field environment;
- d) Force majeure events (such as natural disasters, such as flood, fire, earthquake, lightning or other abnormal environment, war, etc.);
- e) Obvious damage to the product (including but not limited to falling, trampling, deformation, impact or stripping) during transportation for which Party B is not responsible;
- f) If wear, defects, dents and marks not caused by Party B on the appearance of the products affect the corrosion resistance of the products, the appearance warranty of the products shall be cancelled;
- g) Use sharp objects to puncture or scratch the product, which will affect the waterproof, dustproof and anti-corrosion properties of the product;
- h) Short-circuit the product with wires or other metal objects;
- i) Piling heavy objects more than three times the product's own weight on the product, resulting in the product's airtight performance is affected;
- j) Use accessories other than those specified in the product specification acknowledgment;
- k) Theft of the product resulting in the destruction of the product or any part thereof;
- l) Modify or repair the Products without Party B's approval;
- m) If the laws, regulations or instructions of the country or region where the goods are shipped are changed, the provisions of the laws, regulations or instructions of the country or region before the change shall still apply to this agreement;
- n) The product has not been in operation for any consecutive period of 3 months or more;
- o) Any attempt to extend or reduce the life of the Products, whether by physical means, programming or otherwise, without Party B's written confirmation.

## 6、 Service Model and Content

### 5.1 Service model

a) If Party A believes that the product is faulty, it shall send the faulty product to Party B by mail, and Party B shall send the faulty product to Party A upon completion of repair. If the cause of the failure is determined by both parties and is caused by product defect or Party B, Party B shall bear the freight; otherwise, Party A shall bear the relevant expenses. If the two parties find that they are inconsistent, they may entrust a third-party professional institution to carry out testing, and the testing expenses shall be borne by the responsible party.

b) During the warranty period, Party B is only responsible for Party A. When Party A needs maintenance service/support, Party B undertakes to respond within 24 hours, discuss problems and negotiate solutions with Party A, and provide remote technical support.

## 5.2 Service content

a) During the warranty period, Party B shall only connect with Party A and shall not be responsible for the installation and commissioning of the products at the end customers.

b) Party B may provide once free installation and commissioning training for Party A and provide training materials.

c) During the warranty period, if Party A normally uses the equipment according to the User Manual and the equipment still fails, the warranty plan is as follows:

If the product is a complete machine, Party A shall provide a spare machine to the end customer, and the faulty machine shall be sent to Party B's post-sales service department, and Party B shall send the faulty machine to Party A upon completion of repair.

If the product is module assembly, Party A shall replace the normal module to the end customer, and Party A shall first analyze and determine the cause of the faulty module, and Party B shall provide support if necessary. If Party A and Party B jointly determine that the existing spare parts cannot be repaired, the faulty module shall be sent to Party B's after-sales service department, and Party B shall send the faulty module to Party A after the repair is completed.

d) During the warranty period, Party B shall provide 1% of the shipment amount of spare parts. If the end customer requires replacement due to quality reasons, Party A shall replace the spare parts by itself.

## 7、Other

6.1 The original warranty period of the product shall still apply to the repaired or replaced product or part, that is, the quality warranty period of the repaired or replaced product or part shall be the remaining quality warranty period of the original product.

6.2 In case of breach of contract by Party A or events beyond Party B's control (including but not limited to natural disasters, wars, riots, strikes, epidemics, inability to obtain raw materials, etc.), Party B shall have the right to delay or refuse to provide warranty according to the circumstances.

6.3 All disputes arising out of the execution of or in connection with this Agreement shall be settled by the Parties through friendly negotiation. If no settlement can be reached through negotiation, the disputes arising out of or in connection with this Agreement shall be handled in accordance with the governing laws and dispute resolution clauses stipulated in the Main Contract.

6.4 In the event of any inconsistency between this agreement and the Main Contract, this agreement shall prevail.

6.5 Amendments and supplements to this agreement shall be made in writing and shall come into force upon signing by both parties. Amendments and supplements shall be construed as an integral part of this agreement.

6.6 This agreement is made in duplicate. Each party holds one original copy. This Agreement shall come into force on the date of signing the Main Contract by both parties.

6.7 In witness whereof, the Parties have signed this agreement by their duly authorized representatives on the date set forth above.