

## Limited Warranty for Panasonic's EverVolt®

Energy Storage System

Updated: 12/06/2019

**BY USING EVERVOLT, YOU ARE INDICATING THAT YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY. IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE DO NOT USE THE EVERVOLT SYSTEM, INCLUDING ANY RELATED HARDWARE OR SOFTWARE.**

### 1. How Might State Laws Impact This Warranty?

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the below limitations on such damages may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

### 2. Covered Products.

This warranty applies to all the energy storage systems with model numbers EVAC-105-x and EVDC-105-x (x = number of Panasonic BJ-DCB05ZKAG batteries) series purchased after October 1<sup>st</sup>, 2019 (hereinafter, "Product") and sold by PANASONIC LIFE SOLUTIONS COMPANY OF AMERICA, Division of Panasonic Corporation of North America, a Delaware Corporation, or any of its affiliated companies, divisions or units (hereinafter, "PANASONIC") and is extended to the original end-user purchaser, and when the Product remains at its original installed location, is transferable to any subsequent owner of the location, or subsequent title holder of the Product upon satisfactory proof of succession or assignment (any such person hereinafter referred to as, "Customer" or "you").

### 3. What Does This Warranty Cover?

#### 3-1. Limited Product Workmanship Warranty.

PANASONIC warrants the Product to be free from defects in materials and product workmanship under normal application, installation, use, and service conditions for a period ending ten (10) years from the date of Product purchase by the first Customer or an energy throughput of 7.56 MWh per battery module, whichever occurs first. This warranty will apply only if the Product is registered within 60 days of the date of the first installation through PANASONIC's website [pnabatterystoragewarranty.com](http://pnabatterystoragewarranty.com). Following registration, PANASONIC will verify the serial number was purchased through Panasonic Life Solutions Company of America and upon verification, PANASONIC will issue a Warranty Certification document. Any subsequent sale of the real property at which the Product is first installed shall not affect the warranty term. If the Product fails to conform to this warranty, as determined by PANASONIC in its sole and absolute discretion, PANASONIC will employ one of the following Limited Warranty Remedies as set forth in Section 4 below.

#### 3-2. Performance Warranty.

PANASONIC warrants the Product retains at least 60% of Nominal Energy at the end of the warranty period, so long as the system is operated under normal use per the operation and installation manual provided by PANASONIC. The "Nominal Energy" refers to the initial rated capacity of the battery module, as measured at the DC side. The capacity measurement conditions are as follows:

- a. Ambient temperature 77 - 86°F (25 - 30°C)
- b. Initial battery temperature from BMS: 77 - 86°F (25 - 30°C)
- c. Charging/discharging method:
  - Charge: (0.25) CC/CV
  - Discharge: (0.5) CC
  - Current at (0.5)C: 25A

### 4. What Will Panasonic Do With Covered Claims And How Long Will It Take?

If there is a breach of either the Limited Product Workmanship Warranty or the Performance Warranty above:

- a. PANASONIC will repair or replace the Product with new or refurbished Product;
- b. PANASONIC will provide additional new or refurbished Product to restore deficient output; or
- c. PANASONIC will refund the Customer the original Product purchase price. Any refund may be pro-rated by the number of months from the date of original purchase by the Customer and/or may be calculated based on the remaining energy throughput warranty.

Panasonic will begin processing one of the above remedies for valid claims under this Limited Warranty within 1 to 5 business days after receipt of the claim.

### Dispute Resolution

This Limited Warranty includes an alternative dispute resolution mechanism that the parties must follow to resolve disputes arising under consumer protection laws, unless you elect to bring an eligible claim in small claims court against PANASONIC. If you choose to seek redress by pursuing rights and remedies not created under consumer protection laws, those laws do not require that you use the ADR procedures. Judicial Arbitration and Mediation Services (JAMS) administers the ADR procedures. You may 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

For additional information regarding JAMS procedures, time limits, and types of information required for prompt resolution of warranty disputes, please visit <https://www.jamsadr.com/> and read Section 11 (Dispute Resolution Mechanism) of this Limited Warranty below.

### 5. Limitation of Warranty.

TO THE EXTENT ALLOWED BY LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN SHALL CONSTITUTE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCT AND PANASONIC HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON PANASONIC'S PART, UNLESS SUCH OTHER WARRANTIES,

OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY PANASONIC. TO THE EXTENT THAT LAW PROHIBITS A DISCLAIMER OF ANY SUCH WARRANTIES, PANASONIC HEREBY LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY. TO THE EXTENT ALLOWED BY LAW, PANASONIC SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY 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 THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PRODUCT, OR FROM USE OR INSTALLATION. IN NO EVENT SHALL PANASONIC 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, MODULE(S) FAILURE, IMPAIRMENT OF OTHER GOODS, COSTS OF REMOVAL AND REINSTALLATION OF THE MODULE(S), INJURY TO PERSONS OR PROPERTY ARISING OUT OF OR RELATED TO THE MODULE(S). PANASONIC'S TOTAL LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY THE CUSTOMER FOR THE PRODUCT OR SERVICE(S) FURNISHED, WHICH IS THE SUBJECT OF CLAIM OR DISPUTE. THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY IN SOME STATES THAT DO NOT ALLOW THE EXCLUSION OF CERTAIN TYPES OF DAMAGES. THE LIMITATIONS ON IMPLIED WARRANTIES DO NOT APPLY TO ANY PURCHASE OF PRODUCTS MADE FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

**SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS ON SUCH DAMAGES MAY NOT APPLY TO YOU.**

## 6. When Does The Warranty Not Apply?

When one of the remedies above (Section 3) is employed, the following conditions will apply:

- a. The warranty remedy will extend only to claims received before the end of the warranty period.
- b. The original warranty period remains in effect and will not be extended, nor will a new warranty period begin, upon repair, replacement, addition, or prorated refund of the defective Product.
- c. The purchase date of original Product shall determine the start of the warranty period in the event PANASONIC repairs, replaces, adds to, or prorates a refund for the defective Product.
- d. Remedy options may not be combined. Only one remedy option will be employed at PANASONIC's sole discretion.
- e. The warranty remedy is applicable to the Product only and does not apply to any other system components.
- f. When Product is the subject of third-party financing, any applicable refund will be paid to the title-holder of the Product.
- g. Product removal, packaging, transportation, reinstallation, and related costs and fees are excluded from these limited warranties.
- h. Product that is replaced by PANASONIC shall become the property of PANASONIC. PANASONIC reserves the right, at its sole option, to deliver another type of new or refurbished Product that may differ in size, color, shape, model number, and/or energy level.

## 7. What Is Not Included?

The warranties above in Sections 2 and 3 are void and do not apply under the following:

- a. Products sold and/or installed outside the United States, United States Territories and Canada, are not covered by the warranties in Sections 2 and 3 above.
- b. Products not sold by Panasonic Life Solutions Company of America.
- c. Battery modules designed for serial connection.
- d. Expiration of warranty, no evidence of purchase, or no proof of installation by a qualified licensed solar or electrical contractor.
- e. Altered, removed, or illegible Product serial number(s).
- f. Any Product repaired by anyone other than PANASONIC.
- g. Cosmetic variations, stains, or scratches that do not affect energy retention capacity.
- h. Marine, recreation vehicle, or mobile installations of any kind.
- i. Installation in an outdoor location.
- j. Installation in an indoor location that does not provide a conditioned environment of 0°C to 50°C (32°F to 122°F).
- k. Improper applications.
- l. Damage due to lack of compliance with the General Installation Manual, national or local codes, such as the National Electric Code, or any authority having jurisdiction.
- m. 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.
- n. Damage due to insufficient ventilation of the product.
- o. Damage from sound, vibration, rust, scratches, or discoloration that is the result of normal wear and tear, aging or continuous use.
- p. Damage caused by inadequate or improper usage, alteration, installation, wiring, handling, removal, maintenance, storage, packaging, transportation.
- q. Claims made more than one year from the date the alleged product workmanship defect, reasonably should have been discovered.
- r. Damage caused by abuse, neglect, vandalism, accident, animals or insects, or external stress, such as, but not limited to, stepping on Product, impacts from objects and contact with liquids and substances.
- s. Damage from non-compatibility with, or defects in, system-related parts and components.
- t. Damage from extreme natural conditions such as earthquakes, typhoons, tornados, volcanic activity, tsunami, lightning, heavy snow or ice, fire, or other unforeseen circumstances.
- u. Damage to the surface exterior such as, but not limited to, cuts, scrapes, scratches, punctures, penetrations, or wear and tear, from objects such as, screws, bolts, nails, tools, system or structural components, sharp edges, constant rubbing, tree branches, etc.
- v. Damage from terrorist acts, riots, war, power surges, power failures, or other man-made disasters.

## 8. Internet Connectivity Required.

Customer shall connect the Product to the internet and shall maintain such connection throughout the warranty period. By installing the Product and connecting it to the internet, Customer agrees that PANASONIC may remotely monitor the use and condition of the Product and update the Product's software and firmware, as necessary. If a lack of internet connectivity prevents PANASONIC from obtaining information necessary to confirm that the Product was being used within permitted temperature and voltage ranges, PANASONIC may, in its sole discretion, void any coverage under this Limited Warranty, except under the conditions described below.

## 9. Internet Connectivity Exception.

PANASONIC will uphold the standard warranty during intermittent loss of internet connectivity provided the following conditions are met:

- a. Internet service is contracted and maintained throughout the warranty period for the property in which EverVolt® is installed.
- b. Internet connection is provided at the outset with the intent of maintaining connection for the life of the system.
- c. A solid state storage device is installed on site and capable of storing battery diagnostic information during outages.
- d. If internet service is lost, the Party responsible for maintaining the system moves to re-establish internet connectivity as soon as possible.
- e. The Customer allows PANASONIC or its agents access to the site to retrieve data from the system upon request.
- f. Alternative to Internet Connectivity: In the event that a live connection to the internet is not possible, PANASONIC will uphold the standard warranty provided the complete EverVolt® diagnostic history is stored locally by such means as a SD card. This data must be made available to process any warranty claims. If this data is not made available, PANASONIC reserves the right to reject any and all warranty claims. Further, if there is a critical need to update hardware/firmware/software on any component for any reason, access must be provided within a reasonable time to update locally.

## 10. Obtaining Warranty Performance.

Customers who believe they have a justified claim covered by this Limited Warranty must immediately notify the installer who sold the Product, or an authorized PANASONIC representative, or contact PANASONIC directly by writing to:

PANASONIC LIFE SOLUTIONS COMPANY OF AMERICA  
Division of Panasonic Corporation of North America  
Two Riverfront Plaza, 5th Floor  
Newark, NJ 07102  
[panasonicbatterystorage@us.panasonic.com](mailto:panasonicbatterystorage@us.panasonic.com)

Customers may also contact PANASONIC via its website as follows, <https://na.panasonic.com/us/batterystorage>  
Claims must accompany evidence of the Product purchase date by the Customer. The return of any Product will not be accepted by PANASONIC unless accompanied by a valid return material authorization and prior written authorization issued by PANASONIC.

## 11. Dispute Resolution Mechanism

- A. Unless you elect to bring an eligible claim against PANASONIC in small claims court, the parties shall resolve any dispute or claim arising under consumer protection laws in the U.S.A. with respect to the Products by first using the alternative dispute resolution (ADR) procedures of Judicial Arbitration and Mediation Services (JAMS). If you seek to file a claim against PANASONIC that does not arise under consumer protection laws in the U.S.A., such laws do not require you to first use the ADR process. You have the right to an in-person hearing before a neutral arbitrator and counsel of your choosing and expense may represent you. If PANASONIC initiates arbitration against you, PANASONIC will cover payment of all filing fee costs and professional arbitrator fees to JAMS. If you file a claim with JAMS against PANASONIC, you shall pay only \$250 in filing fees and PANASONIC will cover all other JAMS fees. The arbitration shall allow for the discovery or exchange of non-privileged information relevant to the dispute.
- B. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place.
- C. Unless otherwise agreed in writing by the negotiating parties, the above-described negotiation shall end at the close of the first meeting of executives described above ("First Meeting"). Such closure shall not preclude continuing or later negotiations, if desired.
- D. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.
- E. At no time prior to the First Meeting shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements of Paragraph B above.
- F. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in Paragraphs 1 and 2 above are pending and for 15 calendar days thereafter. The parties will take such action, if any, required to effectuate such toll.
- G. Unless you reside in California, the arbitrator(s) shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. If the arbitrator(s) determine a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator(s) may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

You may contact JAMS at the following address or 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

For additional information regarding JAMS procedures, time limits, and types of information required for prompt resolution of warranty disputes, please visit <https://www.jamsadr.com/>.

## 12. 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.

**13. Disputes.**

The Customer may bring no action, regardless of form, arising out of or in any way connected with this Limited Warranty, more than one (1) year after the earlier of (a) date the Customer is aware, or, with reasonable diligence, should have been aware, of a defect of power loss in excess of the warranty minimum output or (b) the date of the first claim by the Customer under this warranty.

**14. Force Majeure.**

PANASONIC shall not be held responsible or liable to the Customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to acts of God, war, riots, strikes, unavailability of suitable and sufficient labor, material, die, or capacity or technical or yield failures and any unforeseen event beyond its 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 Product or the claim.