

FIVE (5) YEAR LIMITED FACTORY WARRANTY

Ampd Silo Energy Storage Backup System

1. Warrantor

Ampd Energy Limited ("**Ampd Energy**") provides this Limited Factory Warranty (the "**Warranty**")

2. Products

2.1. This terms and conditions of this Warranty apply only the following products (the "**Product**" or "**Products**") from Ampd Energy:

- Ampd Silo P1
- Ampd Silo P3
- Ampd Silo P3+

and which:

- were installed after 1 June 2017;
- were manufactured by and bear the original manufacturing label of Ampd Energy;
- were sold by Ampd Energy directly or through an authorised Ampd Energy distributor ("**Authorised Distributor**");
- were installed and/or commissioned by an Authorised Distributor in Indonesia.

2.2. By use of the Product, you consent to be bound by and become part to the terms of this Warranty.

3. Geographic coverage

This Warranty only applies to Products installed in Indonesia by an Authorised Distributor in Indonesia.

4. Warranty period (the "Warranty Period")

4.1. This Warranty for the Product shall be five (5) years or two thousand (2,000) cycles, whichever comes first. The number of cycles is determined by the built-in cycle counter on the Product.

4.2. The Warranty Period shall commence on the sooner of the date of installation at the final installation site (as evidenced by the Installation Note) or three months after the purchase date of the Product (as evidenced by the purchase invoice date).

5. Warranty eligibility

5.1. This Warranty applies only to the registered original purchaser of a Product and is non-transferrable.

5.2. In order to register the Product, the original purchaser shall complete a Warranty Registration Form and return the form no later than ninety (90) days after the purchase date of the Product, as evidenced by the purchase invoice date.

6. Obligations

6.1. Ampd Energy, will at its sole determination, repair or replace the defective components free of charge, provided that you notify your Authorised Distributor in accordance with the procedures outlined in clause 6; and your Authorised Distributor has established the applicability of the terms of this Warranty; and your Authorised Distributor has established, through inspection, the existence of the stated defect.

6.2. Ampd Energy, will at its sole determination, use new and/or refurbished components in providing a resolution of Product issues under this Warranty. Ampd Energy reserves the right to use components of an improved design.

6.3. This Warranty provides coverage for the costs of materials and the costs of labour, but does not cover the costs of installation, reinstallation, removal, disposal, logistics, freight or shipping of the Product or any component of the Product.

7. Limitations and Exclusions

7.1. This Warranty does not cover defects caused by:

- shipping or transportation;
- failure to observe the User Manual;
- inadequate ventilation;

- improper storage;
- exposure to rain or direct sunlight or excessive moisture;
- fire, flood, wind, rising water, leakage or breakage of plumbing;
- repair or alternations performed by personnel other than personnel from Ampd Energy or its Authorised Distributors;
- negligence;
- sabotage;
- acts of God;
- force majeure.

- 7.2. This Warranty does not apply unless the Product is commissioned either by Ampd Energy or its Authorised Distributors.
- 7.3. This Warranty does not cover any connected equipment that was damaged, either directly or indirectly, or that needs to be replaced due to the installation of the Product.

8. Limitation of Liability

- 8.1. Ampd Energy does not cover or undertake any liability in any event for any of the following:
- loss of or damage to data, information, records or software or the restoration of data, information or records or the reinstallation of software;
 - any liability for personal injury and for any direct, indirect, special, incidental or consequential damages, whether for damage to or loss of property, loss of profits, business interruption or loss of information;
 - damages from abuse, misuse, alternation or negligence of the Product or any changes to the installation or configuration of the Product.
- 8.2. The Product is not designed or intended for use in hazardous environments requiring fail-safe performance, or for use in any circumstances in which the failure of the Product to perform could lead directly or indirectly to death, personal injury or physical or property damage, or that would affect the operation or safety of any life support device (collectively, "**High Risk Activities**"). Ampd Energy expressly disclaims any express or implied warranty of fitness for High Risk Activities and does NOT authorise the use of the Product in any High Risk Activities.
- 8.3. This Warranty shall constitute the sole and exclusive remedy of all purchasers and users of the Product, and/or Product System Components. Ampd Energy's total responsibility under any and all conditions shall not exceed the net purchase price of the product for which this Warranty applies