

Effective Date: December 9<sup>th</sup> 2024

# ATG EPower Warranty Support for Residential Battery Systems

***Important: Please Retain Proof of Purchase and Warranty Product Information***

## **1. Limited Warranty**

10-Year Limited Warranty for ATG EPower Residential Battery Systems. ATG EPower provides a Ten-year (10) limited Warranty ("Warranty") against defects in materials and workmanship for its ATG EPower Home Residential Battery products ("Product"). The term of this warranty begins on the Product(s) initial purchase date, or the date of receipt of the Product(s) by the end user, whichever is later. This must be indicated on the invoice, bill of sale from your installer. This warranty applies to the original ATG EPower Product purchaser and is transferable only if the Product remains installed in the original use location.

Please call ATG EPower to let us know if you are selling your Home and give us name and contact information of the new owner.

## **2. Scope of Warranty**

This warranty covers and is applicable to the following products:

- ATG EPower Stackable Home Battery
- ATG EPower 7.6kW/10kW Split Phase Hybrid Inverter
- ATG EPower 7.6kW Inverter with 10 kWh Battery

This Warranty covers only ATG EPower products and does not cover other external or ancillary equipment such as solar panels, switches, generators, etc.

## **3. Warranty Periods**

The warranty period for applicable ATG products commences on the date of purchase or installation by the original end-user purchaser for a period of ten years.

The warranty period is measured starting on the date of purchase by the original end-user purchaser. The sales receipt, installation receipt, invoice from the first end-user purchase, or other reasonable documentary proof, is required in order to establish the start date of the warranty period.

## **4. Limited to Original Consumer Buyer or Location**

This warranty is only applicable to the original end-user purchaser of the product and subsequent owners of the location where the Product was originally installed (referred to as the Owner).

## **5. Exclusions**

The warranty does not apply to any Product or Product part that has been modified or damaged by the following:

- Installation or Removal (examples: wrong voltage batteries, connecting batteries backward, damage due to water/rain to electronics, preventable damage to solar wires.)
- Alteration or Disassembly.
- Normal Wear and Tear.
- Accident or Abuse.
- Unauthorized Firmware updates/software updates or alterations to the software code.
- Corrosion.
- Lightning
- Repair or service provided by an unauthorized repair facility.
- Operation or installation contrary to manufacturer product instructions.
- Fire, Floods, or Acts of Nature.
- Shipping or Transportation.
- Incidental or consequential damage caused by other components of the power system.
- Any product whose serial number has been altered, defaced, or removed.
- Any other event not foreseeable by ATG EPower

In addition, ATG EPower requires the ability to monitor the Product and carry out over-the-air (remote) firmware upgrades via the ATG EPower Home Battery App. To qualify for the full Warranty, the Product must be registered with ATG EPower and Home Battery App and have a reliable Internet connection. If the Product is not registered or connected to the Internet for an extended period of time, ATG EPower or its authorized resellers may contact the Installer and/or End-User to arrange a resolution. If unable to establish contact or ensure the system remains connected to the monitoring system, ATG EPower may reduce the Warranty period to 5 years from the date of installation.

## **6. General exclusions and limitations of liability**

Under this Warranty, ATG EPower:

- excludes all other conditions, guarantees, rights, remedies, liabilities, representations, warranties and other implied or express terms, conferred by statute, custom or the general law that impose any liability or obligation on ATG EPower
- excludes components that were not initially sold by the ATG EPower as part of the system, including components of the system sourced by the end-user or installer that may be from the same manufacturer and/or model as the one provided by ATG EPower
- excludes all liability for the loss of, or damage to, other equipment caused by use of an ATG EPower product, or its repair;
- excludes any liability it may have to you for:
  - loss of revenue or profit;
  - loss of the ability to use any third-party products, software or services, and
  - any indirect, consequential, special, incidental or punitive loss or damages (including but not limited to loss of use, data, business interruption or cost of procuring substitute products),
  - which arises under any law (including the law of negligence save for negligence on the part of ATG EPower or its representatives) and relates to your use, or inability to use an ATG EPower Product, or any related services.
- limits its monetary liability to you, under any law, to the price that you paid for the Product.

- References in this Section to “indirect, consequential, special or incidental losses” shall mean any losses which:
  - were not reasonably foreseeable by both parties, and/or
  - were known to you but not to ATG EPower, and/or
  - were reasonably foreseeable by both parties but could have been reasonably prevented by you.

If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired

## **7. Limitations on Use**

ATG EPower Products are not intended for use as a primary or backup power source for life-supporting systems, other medical equipment, or any other use where Product failure could lead to injury, loss of life or catastrophic property damage. ATG EPower disclaims all liability arising out of any such use of its Products. Further, ATG EPower reserves the right to refuse to service the Products used for these purposes and disclaims all liability arising from refusal to service the Products in such circumstances.

## **8. Arbitration**

Please read the following Arbitration Agreement in this Section carefully. It requires the Owner (‘you’) to arbitrate disputes with ATG EPower and limits the manner in which you can seek relief from ATG EPower.

For any dispute with ATG EPower in connection with this Warranty, you agree to first contact us at [support@atgepower.com](mailto:support@atgepower.com) and attempt to resolve the dispute with us informally. If the dispute has not been resolved after 90 days, we each agree that any dispute will not be decided by a judge or jury, but instead resolve such dispute through binding arbitration under the Optional Expedited Arbitration Procedures then in effect for the Judicial Arbitration and Mediation Services (JAMS). JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com). The existence, content and result of the arbitration shall be held in confidence by all participants. The arbitration will be conducted by a single arbitrator selected by agreement of the Parties or, failing such agreement, appointed in accordance with the JAMS rules. The arbitration shall be conducted in the city or county of your residence.

If you are using the Products for commercial purposes, each Party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in their discretion, award reasonable costs and fees to the prevailing Party. If you are an individual using the Products for non-commercial purposes:

- a. JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS;
- b. the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and
- c. you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

#### **CLASS ACTION/JURY TRIAL WAIVER:**

With respect to all persons and entities, regardless of whether they have obtained or used the product for personal, commercial or other purposes, all claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action or other representative proceeding. This waiver applies to class arbitration, and, unless we agree otherwise, the arbitrator may not consolidate more than one person's claims. You agree that you and ATG EPower are each waiving the right to a trial by jury or to participate in a class action collective action, private attorney general action, or other representative proceeding of any kind.

Nothing in this Section shall be deemed as preventing ATG EPower from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property rights or other proprietary rights.

#### **9. Governing law**

State of California, USA, without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction.

#### **10. Obtaining Warranty Service**

In the event of a fault, the Owner should contact the retailer/installer who sold the system for troubleshooting as well as support for Warranty claims. If unable to contact the retailer/installer, the Owner should contact ATG EPower directly.

To obtain warranty service, you must contact our customer service team at [support@atgepower.com](mailto:support@atgepower.com). The following is required to process a warranty claim:

- Your contact details
- Model and serial number of the Product
- A detailed description of the problem/issue including fault codes
- A sales receipt from the original consumer purchaser

Where authorized ATG EPower personnel verify that the claim is valid and the Product is faulty owing to defects from materials and workmanship, ATG EPower under its discretion may:

- repair the Product on site or at a designated ATG EPower office or service centre; or
- provide the closest Product within its current range of products for the replacement of the faulty or damaged Product.

The replacement Product(s) may differ in the specification and size within parameters deemed reasonable by ATG EPower.

ATG EPower may replace parts with refurbished parts. Replaced or repaired Products shall be warranted for the remainder of the original Term of the Warranty. In any event, the replacement shall not justify the renewal of the Term of the Warranty.

In the event of Product replacement, ATG EPower is obliged to approve and dispatch the replacement Product within 10 working days, subject to availability. Once the replacement is completed, the Owner is obliged to arrange the shipping of the faulty Product to ATG EPower within a maximum of thirty (30) days of the replacement being received, accompanied by the



Return Merchandise Authorization (RMA) Number issued by ATG EPower. Reasonable shipping costs will be reimbursed for authorized Product return under a valid Warranty claim.

If an allegedly faulty Product is returned to ATG EPower pursuant to this Policy, and is found by ATG EPower to be free of defects that would qualify it for replacement under this policy, or due to limited liability as stated in Section 5, ATG EPower will apply a flat-rate inspection charge for each Product and/or will seek to recover the full costs of the replacement Product.

*ATG EPower reserves the right to modify this warranty policy at any time. Any changes will not be retroactive and will only apply to future purchases.*