



NEOVOLTA NV14 and/or NV24 LIMITED WARRANTY

Effective Date: 12 October 2020

Applies to: NeoVolta 14 (“NV14”) and NeoVolta 24 (NV24) Energy Storage System (ESS)

Ten-Year Limited Warranty

NeoVolta Inc. (hereinafter referred to as the “Manufacturer”) provides the end customer (hereinafter referred to as the “Customer” or “you”) with a transferable warranty for the NV14 and/or the NV14 plus NV24 that it will materially meet the warranty of performance below for ten-years following installation date. There will be a minimum \$300.00 fee associated with transferring the warranty to a new owner. This fee is paid to the original installer and pays the installer to set up the monitoring Application and providing the new owner instructions on how the ESS works.

This Limited Warranty is subject to several important exclusions and limitations, which are set out in detail below. It also includes a mandatory arbitration provision and waiver of your right to request a jury trial or make a claim through a class action, which you should read carefully.

Warranty of performance

1. Manufacturer warrants that the NV14, with 7,680W inverter comes with a full 10-year warranty.
2. Manufacturer warrants that the NV14 (14.4 kWh) and the NV24 (24.0 kWh) battery systems come with full warranty for five years or 2000 cycles. The battery system will retain at least 80% of Nominal Battery Energy 14.4 kilo Watt hours (kWh) for 7 years after the date of installation and at least 70% of Nominal Energy 14.4 kWh for 10 years after installation, under proper conditions of the use during the Ten-Year Limited Warranty, not to exceed 4,000 cycles. The term “Nominal Energy” herein means the initially rated capacity of the NV14 (14.4 kWh) and/or NV24 (24.0 kWh). The warranty is contingent on the following:
 - (i) The ambient temperature during the operation of the NV14 must not exceed 130° Fahrenheit or below 0° Fahrenheit (see viiii);
 - (ii) Not exposed to temperatures below -4° Fahrenheit or in excess of 140° Fahrenheit;
 - (iii) Batteries will not be considered defective unless it fails to deliver 80% of nominal capacity < 140° Fahrenheit for 7 years after the date of installation and at least 70% of Nominal Energy 14.4 kWh for 10 years after installation, under proper conditions of the use during the Ten-Year Limited Warranty period;
 - (iv) Battery management parameters must use the default value which has already preset in the Battery Management System (BMS) by manufacturer according to technical manual before delivery;
 - (v) Each battery must be installed, charged, discharged, stored and serviced in accordance with the NeoVolta NV14 and/or NV24 User Manual and Installation Manual (provided by installer).
 - (vi) Customer agrees that the Manufacturer’s representative shall have access to the NV14 furnished hereunder for purpose of inspection at reasonable hours and intervals.
 - (vii) The limited warranty is rendered void if the NV14 and/or NV24 is opened, installed, or adjusted by anyone other than a NeoVolta Inc. authorized representative.



(viii) The limited warranty is rendered void if the NV14 and/or NV24 becomes unserviceable due to fire, wreckage, freezing, neglect, abuse, or any act of God, the use of battery additions, if the battery has been serviced by some entity other than an authorized Manufacturer service representative, or if inverter settings are changed from manufacturer presets unless authorized by NeoVolta.

(viii) The limited warranty is reduced to five years if installed in an exterior location where batteries may be exposed to temperatures above 130° Fahrenheit or below 0° Fahrenheit.

Remedies

If your NV14 and/or NV24 fails to comply with the above Limited Warranty, as your sole remedy, Manufacturer will, in its sole discretion, either repair your NV14 (using new or refurbished parts), replace your NV14 and/or NV24 with an equivalent product (new or refurbished), or refund you the market price of an equivalent product at the time of the warranty claim. If your NV14 and/or NV24 is repaired or replaced under this Limited Warranty, the remainder of the original warranty period will apply to the repaired or replacement product. Under no circumstances will the original warranty period be extended because of NV14 and/or NV24 being repaired or replaced.

What Products are Covered?

This Limited Warranty applies to NeoVolta NV14 and/or NV24 that was purchased from NeoVolta or a NeoVolta Authorized Dealer in the United States of America. Please contact NeoVolta Inc. if you have any concerns regarding whether you purchased your NV14 and/or NV24 from a NeoVolta Authorized Reseller.

Limitations and Disclaimer

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH YOUR NV14 and/or NV24. Any other warranties, remedies and conditions, whether oral, written, statutory, express or implied (including any warranties of merchantability and fitness for purpose, and any warranties against latent or hidden defects) are expressly disclaimed. If such warranties cannot be disclaimed, NeoVolta limits the duration of and remedies for such warranties to the durations and remedies described in this Limited Warranty.

Relationship with Applicable Law

This Limited Warranty gives you specific legal rights. You may also have other legal rights, which vary from state to state. For example, some states do not allow limitations on how long an implied warranty lasts, meaning the limitations in the “Limitations and Disclaimer” section above may not apply to you. The terms of this Limited Warranty will apply to the extent permitted by applicable law. For a full description of your legal rights you should refer to the laws applicable in your jurisdiction.

General Exclusions

This Limited Warranty does not apply to any defect resulting from any of the following, each of which may result in your Limited Warranty being voided: (i) abuse, misuse or negligence, (ii) accidents or force majeure events, including but not limited to lightning, flood, earthquake, fire, extreme heat or cold weather, or other events outside the reasonable control of NeoVolta; (iii) storage, installation, commissioning, modification or repair of your NV14 and/or NV24, or opening



of the external casing of your NV14 and/or NV24, that is performed by anyone other than NeoVolta or a NeoVolta-certified Dealer; (iv) failure to operate or maintain your NV14 and/or NV24 in accordance with the Installation Manual and User Manual; (v) any attempt to modify your NV14 and/or NV24, whether by physical means, programming or otherwise, without the express written consent of NeoVolta; (vi) exposure to standing water, excess water or irrigation system watering; or (vii) removal and reinstallation of your NV14 and/or NV24 at a location other than the original installation location, without the express written consent of NeoVolta. In addition, this Limited Warranty does not cover: (a) normal degradation of your NV14's and/or NV24s energy capacity over time; (b) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance of your NV14 and/or NV24; (c) noise or vibration that is not excessive or uncharacteristic and does not impact your NV14's and/or NV24s performance; (d) damage or deterioration that occurs after the expiration or voiding of the warranty period; or (e) theft of your NV14 and/or NV24 or any of its components.

Exclusion for Failure to Connect to the Internet or Failure to Register your NV14

In order to provide this Limited Warranty, NeoVolta requires the ability to update your NV14 and/or NV24 through remote firmware upgrades and for you to register your NV14 and/or NV24 with NeoVolta. Installation of remote upgrades may interrupt the operation of your NV14 and/or NV24 for a short period. By installing your NV14 and/or NV24 and connecting it to the internet, you consent to NeoVolta updating your NV14 and/or NV24 through these remote upgrades from time to time, without further notice to you. We highly recommend using complicated passwords containing at least eight digits, from the character type to increase the password complexity, such as the inclusion of uppercase and lowercase letters, numbers and special characters with regular update/change of password to increase safe private operations. If your NV14 and/or NV24 is not connected to the internet for an extended period, or has not been registered with NeoVolta, we may not be able to provide important remote firmware upgrades. If WiFi is not available at your location, contact your installer for other connection devices such as CAT5 or Ethernet communications options. Lack of operating communications voids your Limited Warranty at the five-year date from installation. **Register your NV14 and/or NV24 with NeoVolta at the website identified below. Failure to have your NV14 and/or NV24 connected to the internet or to register your NV14 and/or NV24 will limit your warranty to five (5) years from the date of installation.**

Modifications and Waivers

No person or entity, including a NeoVolta employee or authorized representative, can modify or waive any part of this Limited Warranty. NeoVolta may occasionally offer to pay some or all of the cost of certain repairs that are not covered by this Limited Warranty, either for specific NV14 and/or NV24 models or on an ad hoc, case-by-case basis. NeoVolta reserves the right to do the above at any time without incurring any obligation to make a similar payment to other NV14 and/or NV24 owners.

Limitation of Liability

NEOVOLTA SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF WHETHER NEOVOLTA HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH



DAMAGES. NEOVOLTA'S LIABILITY ARISING OUT OF A CLAIM UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR YOUR NV14 AND/OR NV24, EXCLUDING INSTALLATION COSTS. SOME STATES DO NOT ALLOW, OR RESTRICT, THE EXCLUSION OR LIMITATION OF DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, OR MAY ONLY APPLY TO A LIMITED EXTENT.

Limitation on Use

YOUR NV14 IS NOT INTENDED FOR USE AS A PRIMARY OR BACK-UP POWER SOURCE FOR LIFE-SUPPORT SYSTEMS, OTHER MEDICAL EQUIPMENT, OR ANY OTHER USE WHERE PRODUCT FAILURE COULD LEAD TO INJURY TO PERSONS OR LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. NEOVOLTA DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF ANY SUCH USE OF YOUR NV14. FURTHER, NEOVOLTA RESERVES THE RIGHT TO REFUSE TO SERVICE ANY NV14 AND/OR NV24 USED FOR THESE PURPOSES AND DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF NEOVOLTA'S SERVICE OR REFUSAL TO SERVICE YOUR NV14 AND/OR NV24 IN SUCH CIRCUMSTANCES.

Governing Law

This Limited Warranty shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The parties acknowledge that this Limited Warranty may evidence a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Limited Warranty shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in San Diego County, California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that San Diego County, California is the proper forum for any appeals of an arbitration award or for trial court proceedings if the arbitration provision below is found to be unenforceable.

Arbitration

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM NEOVOLTA. For any dispute with NeoVolta in connection with this Limited Warranty, you agree to first contact us at the email address identified below and attempt to resolve the dispute with us informally. If the dispute has not been resolved after 60 days, we each agree to 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. 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 English and in San Diego, California. If you are using your NV14



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 your NV14 for non-commercial purposes: (i) 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; (ii) 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 (iii) 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. Nothing in this Section shall be deemed as preventing NeoVolta 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.

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 NEOVOLTA 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.

Claims Process

To make a claim under this Limited Warranty, please contact the NeoVolta Authorized Installer/Dealer who sold you your NV14 and/or NV24. If you are unable to contact the NeoVolta Authorized Installer/Dealer who sold you your NV14 and/or NV24, you should contact NeoVolta at the address, email address or telephone numbers identified below. For a warranty claim to be processed, it must include: (i) proof of the original purchase of your NV14, (ii) a description of the alleged defect(s), and (iii) your NV14's and/or NV24s serial number and original installation date. Prior to returning any Product to NeoVolta, an RMA (Return Merchandise Authorization) number is required that can be obtained from your Installer/Dealer.

NeoVolta Contact Details

- NeoVolta website for registering a Product: <https://www.neovolta.com/support/register-nv14>
- NeoVolta email: support@NeoVolta.com
- NeoVolta address: 13370 Kirkham Way, Poway, California 92064, Attn: NV14 Warranty Claims
- NeoVolta telephone numbers: 800-364-5464