



Evolve ESS

Models:

Evolve ESS / Evolve LFP

Owner's Manual

IMPORTANT INSTRUCTIONS

This manual contains important product information for your Evolve home energy storage system. This document is accurate at the time of publishing. Eguana reserves the right to make updates to the product without notice. For the latest Evolve documents, please visit our website at www.eguanatech.com

WARNING! Read this document in its entirety before using this product. Failure to follow instructions or warnings can result in electrical shock, serious injury, or death. Operating the product in a way that it was not intended can also result in permanent damage to the product.

This manual applies to the following products:

Evolve ESS and Evolve LFP Energy Storage Systems Evolve Hub - Energy Management System EMS-A

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1 Safety

Throughout this manual, the following symbols will be used to highlight important information and procedures:

Symbol

Definition



WARNING! A dangerous voltage or other condition exists. Use extreme caution when performing these tasks.



CAUTION! This information is critical to the safe installation and or operation of the system. Follow these instructions closely.



NOTE: This statement is important. Follow instructions closely.

1.1 In case of emergency

In all cases:

If safe to do so, switch off the AC breakers (external to the system) for the system.

Contact the fire department or other required emergency response team.

Evacuate the area, and if applicable, follow your emergency evacuation plan if others are in proximity to the installed location.

In case of fire:

When safe, use a fire extinguisher suitable for use; including A, B, and C dry chemical fire extinguishers or carbon dioxide extinguishers. Do not use type D extinguishers.

In case of flooding:

Stay out of water if any part of the system or wiring is submerged.

Do not attempt to operate batteries that have been submerged in water even after they have been dried.

In case of unusual noise, smell or smoke:

If safe to do so, ventilate the area.

In case of weather alerts including tornado, hurricane or potentially wind-damaging risk:

The system is capable of automatically generating emergency backup power on loss of utility power, however, in the case where winds are potentially threatening to your building structure and safety, it is recommended to shut down your system in advance of, and for the duration of, the extreme weather event, and to return to operation only after it appears safe to do so.

1.2 General safety precautions



Important! Never operate the system in a manner not described by this manual.



Only qualified personnel should service this product.

Risks of Fire

Do not expose the system to temperatures exceeding 45 degrees Celsius.

Avoid installation in direct sunlight.

Do not store objects on top of the cabinet.

Do not obstruct the intake or exhaust of the forced airflow system.

Do not store combustible objects and corrosive chemicals directly adjacent to the system.

Risks of Shock



WARNING! Hazardous Voltages. The Inverter contains hazardous voltage and energy that may be lethal. It may only be installed by qualified personnel who have read this manual and are familiar with its operation and hazards.



Only connect the PCS cabinet to a compatible electrical service as defined in the model specifications. The PCS must be connected to a dedicated branch circuit in the main electrical panel.





CAUTION! Both AC and DC voltage sources are terminated inside this equipment. Each circuit must be disconnected before servicing.

Risks of Damage

The PCS is compatible with the LG Chem battery model EM048126P3S7 only. Do not attempt to connect any other battery to the system.

Do not connect any other loads directly to the battery power bus.

Do not drop, tip, or puncture the cabinet during transport and installation. Visible damage to the cabinet and/or internal components should be reported to the manufacturer immediately.

Do not store this system for periods longer than six months without a battery maintenance charge. This may result in permanent damage to the batteries.

Do not operate the system outside the operating temperature range (-10 to 45C)



1.3 Environmental Protection

Do not dispose of the system or any of the components within the cabinet. Batteries, electronics, cables, and metal parts are recyclable. Consult your municipal waste management authority to determine required methods of component recycling.

2 INTRODUCTION

2.1 Overview

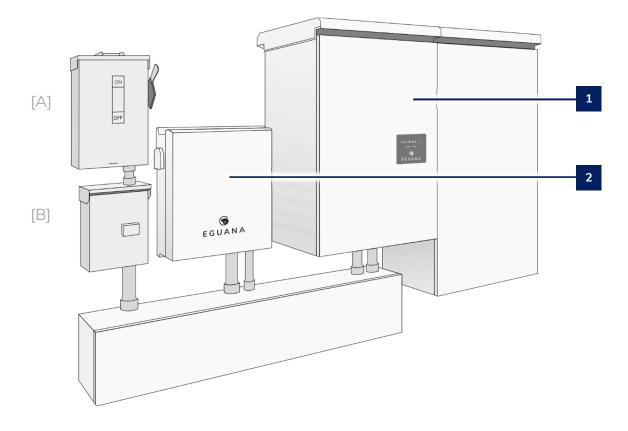
This manual contains instructions for the operation of the Eguana Evolve™ home energy storage system. This product is intended to operate in parallel with a utility connected solar PV system, and is designed to optimize the delivery of utility or solar energy within the home. The system is capable of providing limited backup power to the home in case of a power outage, with the ability to charge batteries from the solar PV system.

A sample diagram below demonstrates a typical layout of an installed system. The energy storage system consists of two main components:

- 1. Evolve ESS: includes the power control system (PCS), and the battery (Evolve LFP model shown).
- 2. Evolve Hub: includes equipment which,
 - connects the monitoring system to the home's internet connection,
 - manages electricity flow to the home's electrical loads from a combination of solar, battery, utility power sources, and,
 - provides the automatic transfer to the home's emergency backup loads during a power outage.



Note: The system will require additional equipment to complete the installation, as supplied by the electrical installer. Safety shutdown switches may be added to your installation in order to comply with electrical code requirements – see [A] below. Systems that support emergency backup power will require a dedicated electrical sub-panel – see [B] below.



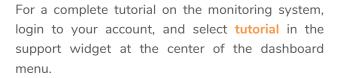
3 System Monitoring



The system can be viewed online at www.mypowermyway.com. You will receive an automated invitation to setup your account after the installer has completed the system installation.

From the monitoring system, you will be able to:

- Monitor your solar, battery, and home energy consumption.
- Manually adjust the emergency battery reserve capacity.





3.1 Setting the emergency reserve capacity

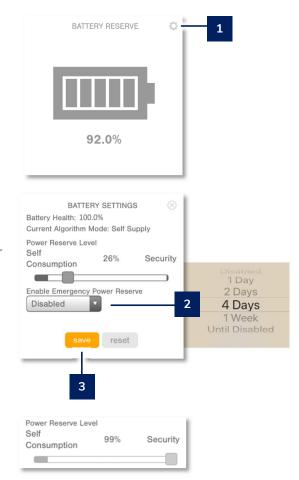
The default operating mode of the system will be set to maximize energy savings while the utility supply is operating; either through a time-of-use plan*, or via a solar self consumption plan . While in this operating mode, the battery capacity's default partition will assign 75% of the battery for daily energy savings, and 25% for emergency backup power.

* where applicable.

In the event of a planned utility outage, or due to an extreme weather event forecast, the battery reserve capacity can be changed to prioritize the entire battery for emergency backup power use.

- Click on the gear icon at the top-right of the Battery Reserve widget.
- 2. Click the "Enable Emergency Power Reserve" drop-down list, and select the desired duration.
- 3. Click on the save button to update the settings.

The battery will return to the default mode after the selected day/week duration expires. Manual updates will be required if "until disabled" is selected.



4 Operation

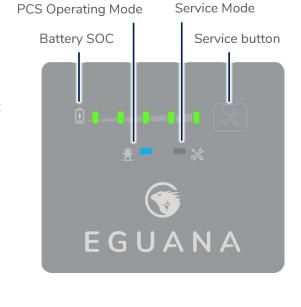
The system automatically runs the default energy savings mode after the system is powered. The monitoring system provides online access to the battery. With loss of internet, the operating state can be viewed on the front panel of the battery system.

4.1 LED display indicators

The PCS display panel indicates the following:

- Battery state of charge (SOC)
- PCS operating mode
- Service mode

4.2 LED display definitions.



LED	Mode	Definition	8 5" .
Ā	••••	State of charge. Each LED represents 20% SOC. Solid = battery idle.	
7		Charge = flash right. Discharge = flash left.	
	• • • • •	Low battery.	
	0	Sleep / Standby mode.	Flash
**		Grid timing mode.	
M		Grid synchronization mode. Ten second test before grid connect mode.	
		Grid connected mode.	Solid
	•	System OK.	
		System out of service.	
		User initiated service mode.	

5 Backup Power Operation

This system will provide backup power to dedicated electrical circuits within the home via a permanently wired electrical sub-panel, referred to as the backup panel. Backup power is limited in rating and duration, both of which are dependent on the nature of the loads connected to the system, and the availability of the solar PV supply. This system is designed to reliably provide power to a refrigerator, home lighting, home electronics, and small appliances.



NOTE: This product is not an uninterrupted power source (UPS). Following a utility outage, a four second power interruption will occur before the backup power source commences. As a result of this interruption, a desktop or portable UPS is recommended if continuous operation is desired for any electronic devices.



IMPORTANT! Surge rated loads, ie) power tools, portable air conditioners, may cause an overload shutdown. Equipment of this type that is connected to the backup panel should be inspected and tested regularly as per manufacturer suggested schedules. Permanent damage to the battery system and/or your equipment may occur if exposed to chronic overloading cycles.



IMPORTANT! Portable extension cords connected to a backup circuit should be limited to 10 meters.



IMPORTANT! This product does not support automatic gas generator integration. Do not attempt to connect a gas generator to the battery system. If generator support is required, consult your installer regarding a separate manual transfer to your backup electrical panel.



NOTE: The power output / surge rating will be further limited when the battery is below 10% SOC.

5.1 Backup power display modes.

Display	Definition
	Battery status LEDs indicate the following: Charge = flash right. Discharge = flash left. PCS and service lights off.
	Low SOC shutdown in backup mode. See section 5.2 to restart the system.
	Low SOC shutdown initiated while out of service. See troubleshooting – section 7, "service light on in backup mode".

5.2 Restarting the battery system after low battery shutdown

The system will shutdown when the battery reaches a critically low level during backup operation.

To restart the system:



IMPORTANT! Ensure there is adequate sunlight for the solar PV system to charge the battery before restarting the system. If the battery system is installed without a PV system connected to the backup panel, do not attempt to restart the system. Wait for the utility power to return.

1. Press and hold the service button for 5 seconds.



The backup power will restart, allowing the PV system to reconnect* and begin charging the battery. The system will continue to operate if the battery charges to its minimal normal operating range. If the battery does not charge within 15 minutes of restart, the system will shut down to preserve the battery. *PV system reconnect time is approximately 5 minutes.



Note: If necessary, the load circuits can be shut off inside the backup panel to increase the battery charge rate. Do not shut off the PV circuit.

6 Maintenance

The Evolve home energy storage system is a maintenance free product. Regularly scheduled inspection of the airflow path for the active cooling fans on the bottom side of the PCS cabinet is all that is required. This inspection should occur on an annual basis, or coincide with PV inspection. If the fan vents are obstructed with dust / debris, a soft-bristled brush can be used to wipe them clean. Do not use any solvents, scouring, or corrosive materials to clean the unit. Never remove or unplug connections or plugs during cleaning.

7 Troubleshooting

System faults are reported and logged in the monitoring system. All fault logs are also accessible remotely by your installer.



IMPORTANT! Contact your system installer as recommended below if any of the following conditions are present on the front display of the energy storage system.

Condition	Definition
Service light ON in grid mode	System is prevented from normal operation due to internal fault. Notify service personnel.
Service light ON in backup mode	If the system faults into service in backup operating mode, there may be an overload condition which prevents the system from operating safely. If the battery charge level is greater than 20% (one or more Green LEDs), reduce the load by shutting off circuits in the backup electrical panel, then press and hold the service button 5 seconds to resume backup power operation. If the battery low SOC shutdown mode is displayed, shut off all load circuits (keep PV ON) in the backup panel, and do not attempt to resume backup operation until adequate sunlight is present to provide a solar charge of the battery.
All panel lights flashing	System is attempting to communicate with the battery modules. Notify service personnel if this condition persists more than 30 minutes.
All panel lights OFF after service button wake command	This indicates loss of both AC And DC power sources to the PCS. Check the circuit breaker in the main electrical panel for the energy storage system.
Online monitoring system not accessible	Check the internet connection. If connection is via wi-fi, reboot the wireless router, and make sure the login user and password have not been changed since time of original installation. Check power to the energy management system via the orange indicator light on the right side of the panel. Note: the energy management system may lose power after an extended utility outage where there is not enough solar generation to maintain battery system power. Note: monitoring system servers may occasionally be down for service. If first attempts are not successfully, try again the following day before contacting your installer.

8 Installation Records

Ensure your installer has provided you with the following information for your personal records. Note that we may ask you for this information in the event you need to make a warranty claim:

- Record of purchase, including date of installation, installer name and contact details.
- Serial numbers for the EMS and Battery System cabinets (PCS & Battery).
- EMS gateway UID this is the unique identifier of your EMS gateway that connects to your internet service.
- Copy of the electrical permit.

Further to the information provided above, ask your installer to identify the following within your system installation:

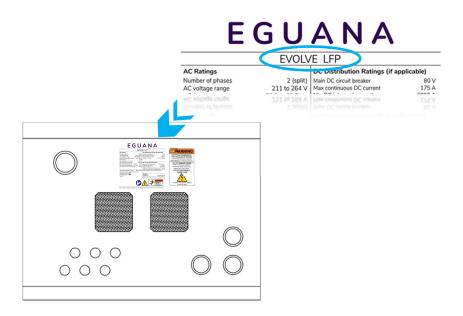
- Location of circuit breakers and safety shutdown switches that operate this equipment.
- Location of the backup electrical panel, including a list and identifier of each circuit within the panel.
- Record of all loads tested at the time of installation.

9 Warranty

The Eguana Evolve ESS includes a 10 year standard warranty with a performance pro-rating for the battery modules. Refer to the warranty statement applicable to the purchased model in the appendices below.

IMPORTANT! This product requires an internet connection for warranty claims of the battery.

The model number is located on the ratings label at the bottom of the energy storage system cabinet, as shown below



Appendix A: EVOLVE ESS - NORTH AMERICAN LIMITED WARRANTY

Effective Date: January 1, 2021
Valid in: U.S.A., CANADA

Applies to Product(s):

EVOLVE ESS US Evolve Residential ESS

EVOLVE HUB HUB with EMC

EVOLVE ESS 0013 US EVOLVE 13kWh Expansion
EVOLVE ESS 0007 US EVOLVE 6.5kWh Expansion
EM048126P3S7 LG-Chem Lithium-lon Battery Module

1. TEN YEAR LIMITED WARRANTY

Eguana Technologies Inc. guarantees that the Product(s) purchased will be free of defects provided the purchaser follows the specifications, installation manuals and operating instructions outlined by the manufacturer.

The Limited Warranty for the Product(s) is valid for a ten (10) year time period after the date of the invoice and commencing from three (3) months after a product arrives at the delivery point or from the day of system commissioning, whichever comes first.

Note that this Limited Warranty is subject to a number of important exclusions and limitations, which are set out in detail below.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE FURTHER LEGAL RIGHTS AND REMEDIES UNDER LOCAL LAWS IN YOUR COUNTRY. THE TERMS OF THIS LIMITED WARRANTY WILL APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. PLEASE SEE THE DISCLOSURES RELATING TO YOUR COUNTRY IN THE APPENDIX TO THIS WARRANTY. FOR A FULL DESCRIPTION OF YOUR LEGAL RIGHTS, YOU SHOULD REFER TO THE LAWS APPLICABLE IN YOUR COUNTRY

2. WARRANTY CONDITIONS

If the Product(s) fail to comply with this Limited Warranty, Eguana Technologies Inc. will, in its sole discretion, either repair (using new or refurbished parts), replace with an equivalent product (new or refurbished), or refund you the market price of an equivalent Product(s) at the time of the warranty claim. Except as required by local law, Eguana Technologies Inc. may elect which remedy to provide. If the Product(s) are repaired or replaced under this Limited Warranty, the remainder of the original warranty period will apply to the repaired or replaced Product(s). Except as required by local law, the original warranty period be extended as a result of the Product(s) being repaired or replaced.

The Limited Warranty covers costs of Eguana Technologies Inc. for labor and material, necessary to reestablish trouble free function at Eguana Technologies Inc. designated site. All other costs, especially shipping costs and travel of Eguana Technologies Inc. service personnel for repairs on site as well as costs of own employees of the customer are not covered by this Limited Warranty.

Eguana Technologies Inc. will, at its discretion, use new and/or reconditioned parts in performing warranty repair and in building replacement products. Eguana Technologies Inc. reserves the right to use parts or products of original or improved design in the repair or replacement. All replaced products and all parts removed from the repaired product become the property of Eguana Technologies Inc.

This Limited Warranty applies to the Product(s) referenced in the beginning of this document that (1) were purchased from Eguana Technologies Inc. or an Authorised Reseller in the U.S.A. and/or Canada; (2) has one of the part numbers referenced above; and (3) is installed in U.S.A. and/or Canada.

3. BATTERY MODULE WARRANTY

3.1 PRODUCT WARRANTY

The LG-Chem battery module (P/N: EM048126P3S7) shall apply for a ten (10) year time period after the date of the invoice and commencing from three (3) months after a product arrives at the delivery point or from the day of system commissioning, whichever comes first.

3.2 PERFORMANCE WARRANTY

The Performance Warranty shall apply during the warranty period, commencing as defined in §3.1. The applicable energy retention and operating limitation are described in the table below:

Part Number	Warranty Period	Operating Limitation
EM048126P3S7	10 years	Energy Throughput = 19.2MWh of aggregated

Eguana Technologies Inc. warrants that a minimum of sixty (60) % of the nominal energy will be maintained during the warranty period (hereinafter "Warranty Period") set forth in the foregoing table.

The performance warranty shall remain valid until the Warranty Period has expired or the Operating Limitation (Energy Throughput) has been reached, whichever comes first

If the purchaser fails to meet the operational conditions described in the specifications or user manuals provided by Eguana Technologies Inc., the guaranteed energy throughout shall be reduced.

3.3 REMEDY METHOD

Upon occurrence of any defect claim not meeting the aforementioned terms and conditions of the warranty, Eguana Technologies Inc. shall settle the claim at its option by repairing the battery module or replacing it with another battery module of the same value, or otherwise by compensating the customer for the residual value of the battery module pursuant to the battery module manufacturer's cash compensation policy.

For the avoidance of doubt, while Eguana Technologies Inc. shall consult with the customer as to the aforementioned three (3) methods of settling such claims, Eguana Technologies Inc. shall have the right to make the final decision thereon.

The warranty period for any repaired or replacement battery module provided under the terms and conditions of this warranty shall be the remainder of the original warranty period. Under no circumstances, the original warranty period shall be extended on grounds of any repair or replacement whatsoever.

3.4 EXCLUSION OF WARRANTY

The battery module Product Warranty and Performance Warranty, mentioned above in §3.1 and §3.2, may become null and void, upon occurrence of any activities stated in §4, below.

4 EXCLUSION OF LIABILITY

Damage resulting from the following activities is NOT covered by this Limited Warranty:

- Improper transportation, shipping, storage, installation, electrical wiring, or handling;
- Installation, modification, alteration, disassembly, repair or replace by an individual who is not certified by Eguana Technologies Inc.;
- Abnormal stress, whether physical or electrical;
- Damage or failure caused by non-compliance with national, state or local electric or electric safety codes;
- Non-compliance with Eguana Technologies Inc. and LG-Chem's installation or maintenance manuals;
- Incorrect use, or inappropriate operation or environment;
- Insufficient ventilation of the Product(s):
- Failure to adhere to safety warning or instructions;
- Normal wear and tear, misuse, neglect, accident or abuse;
- Use of Product(s) more than specified operating range (State of Charge, Voltage, Current, Temperature, Number of cycles or Accumulated energy);
- Force Majeure (e.g., power failure surges, inrush current, accidental breakage, lightning, overvoltage, storm, fire), please refer to paragraph 7;
- Corrosion due to saltwater mist or vapor if installed outdoor in less than 200m of the coastline:
- Use of an incompatible energy management system, inverter, rectifier, power control system or battery;
- If issue occurred, no data provided or insufficient data provided regarding the battery and inverter event log file and monitoring data to Eguana Technologies Inc., which is collected and saved on the inverter, rectifier, power controls system, EMS or cloud;
- Absence of an internet connection;
- Cosmetic shortcomings, which do not influence the energy conversion;
- Theft of the Product(s) or any of its components.

5 LIMITATION OF WARRANTY

Eguana Technologies Inc. liability under this Limited Warranty shall be limited to the aforementioned Product(s) warranty and below Performance Warranty section. Replaced or repair of Product(s) shall be warranted for the remainder of the original warranty period. In any event, the replacement shall not justify the renewal or new beginning of the Warranty period.

UNDER NO CIRCUMSTANCES SHALL EGUANA TECHNOLOGIES INC. BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST GOODWILL, LOST REVENUES OR PROFITS, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, COSTS OF REMOVAL AND REINSTALLATION OF THE PRODUCTS, LOSS OF USE, INJURY TO PERSONS OR PROPERTY ARISING OUT OR RELATED TO THE PRODUCTS. EGUANA TECHNOLOGIES INC. TOTAL LIABILITY, IF ANY, DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY BUYER FOR THE PRODUCTS OR SERVICE(S) FURNISHED, WHICH IS THE SUBJECT OF A CLAIM OR DISPUTE.

EXCEPT AS HEREIN EXPRESSLY STATED, THERE ARE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, FOR ANY SUBJECT OF THE WARRANTY THEREOF FURNISHED HEREUNDER FOR THE PRODUCT(S). THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY FOR THE SUBJECT OF THE WARRANTY. IN CASE OF ANY CONFLICT IN THE AGREEMENTS BETWEEN THE PARTIES REGARDING THE PRODUCT(S), THIS WARRANTY DOCUMENT ALWAYS WILL PREVAIL UNLESS OTHERWISE AGREED IN WRITING.

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.

6 LIMITATION ON USE

THE PRODUCT(S) 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. EGUANA TECHNOLOGIES INC. DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF ANY SUCH USE OF THE PRODUCT(S). FURTHER, EGUANA TECHNOLOGIES INC. RESERVES THE RIGHT TO REFUSE TO SERVICE ANY PRODUCT(S) USED FOR THESE PURPOSES AND DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF EGUANA TECHNOLOGIES INC. SERVICE OR REFUSAL TO SERVICE THE PRODUCT(S) IN SUCH CIRCUMSTANCES.

7 FORCE MAJEURE

Eguana Technologies Inc. will NOT be responsible or liable to purchaser or any third party for any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to natural disasters, pandemics, war, national strikes, riots, unavailability of suitable and sufficient labor, material, capacity, technical, yield failures or any other unforeseen event beyond Eguana Technologies Inc. control, including and without limitations, any technological, physical event or condition which is not reasonably known or understood at the time of purchase of the Product(s) or the claim.

8 OUT OF WARRANTY POLICY & SERVICE POLICY AFTER WARRANTY

After the expiration period of the Limited Warranty, Eguana Technologies Inc., has no obligation in providing repair services, spare parts or Product(s) replacements.

9 WARRANTY CLAIM

The party entitled to make a warranty claim(s) shall be limited to the customer who has originally purchased the Product(s) from Eguana Technologies Inc. (i.e., the "original purchaser") or the owner who can prove that has taken over the Product(s) ownership from the original purchaser.

In order to make a claim under this Limited Warranty, please contact the authorized installer of the Product(s). If you are unable to contact the installer then you should contact the seller of the Product(s) as mentioned on the invoice, or if you purchased the Product(s) directly from Eguana Technologies Inc., you should contact Eguana Technologies Inc. at the address, e-mail addresses or telephone numbers identified below.

For a Warranty claim to be processed, it must include:

- Proof of the original purchase of your Product(s) and any subsequent transfers of ownership;
- A description of the alleged defect(s)from authorized installer or customer tech support;
- Product(s) part number and serial number and original installation and commissioning documentation and/or information.
- Battery log data and the monitoring data stored in the inverter, rectifier, power control system, energy management system and on external or remote data storage media (e.g. cloud, servers, etc.) at the time of occurrence of the incident.

If the aforementioned information is not provided, the warranty claim will not be processed.

Prior to returning any Product(s) to Eguana Technologies Inc., an RMA (Return Merchandise Authorization) number is required. The RMA process must be initiated with the manufacturer within fifteen (15) days of the occurrence of the issue. All necessary RMA documentation must accompany the product details including the historic operational data as suggested in the Installation Manual.

10 GOVERNING LAW

This Limited Warranty shall be governed by the internal substantive laws of the Province of Alberta, without respect to its conflict of laws principles. The parties acknowledge that this Limited Warranty may evidence a transaction involving interprovincial, for Canada, and/or interstate, for the U.S.A., commerce.

The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

The terms of the Limited Warranty will apply to the extent permitted by applicable law.

11 CONTACT DETAILS

Eguana Technologies Inc. HQ

Address: 6143 4th Street SE, Unit 3

Tel. #: +1 (403) 508 71 77 Fax #: +1 (403) 205 25 09

Customer Service E-mail: cservice@eguanatech.com

Web site: www.eguanatech.com

THIS LIMITED WARRANTY IS OFFERED BY EGUANA TECHNOLOGIES, INC.

Appendix B: Evolve LFP - NORTH AMERICAN LIMITED WARRANTY

Effective Date: January 1, 2021
Valid in: U.S.A., CANADA

Applies to Product(s):

EVOLVE LFP US Evolve Residential ESS

EVOLVE HUB HUB with EMC

EVOLVE EXP-14 US EVOLVE 14kWh Expansion
EVOLVE EXP-28 US EVOLVE 28kWh Expansion
US3000/US3000C PylonTech LFP Battery Module

1 TEN YEAR LIMITED WARRANTY

Eguana Technologies Inc. guarantees that the Product(s) purchased will be free of defects provided the purchaser follows the specifications, installation manuals and operating instructions outlined by the manufacturer.

The Limited Warranty for the Product(s) is valid for a ten (10) year time period after the date of the invoice and commencing from three (3) months after a product arrives at the delivery point or from the day of system commissioning, whichever comes first.

Note that this Limited Warranty is subject to a number of important exclusions and limitations, which are set out in detail below.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE FURTHER LEGAL RIGHTS AND REMEDIES UNDER LOCAL LAWS IN YOUR COUNTRY. THE TERMS OF THIS LIMITED WARRANTY WILL APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. PLEASE SEE THE DISCLOSURES RELATING TO YOUR COUNTRY IN THE APPENDIX TO THIS WARRANTY. FOR A FULL DESCRIPTION OF YOUR LEGAL RIGHTS, YOU SHOULD REFER TO THE LAWS APPLICABLE IN YOUR COUNTRY.

2 WARRANTY CONDITIONS

If the Product(s) fail to comply with this Limited Warranty, Eguana Technologies Inc. will, in its sole discretion, either repair (using new or refurbished parts), replace with an equivalent product (new or refurbished), or refund you the market price of an equivalent Product(s) at the time of the warranty claim. Except as required by local law, Eguana Technologies Inc. may elect which remedy to provide. If the Product(s) are repaired or replaced under this Limited Warranty, the remainder of the original warranty period will apply to the repaired or replaced Product(s). Except as required by local law, the original warranty period be extended as a result of the Product(s) being repaired or replaced.

The Limited Warranty covers costs of Eguana Technologies Inc. for labor and material, necessary to reestablish trouble free function at Eguana Technologies Inc. designated site. All other costs, especially shipping costs and travel of Eguana Technologies Inc. service personnel for repairs on site as well as costs of own employees of the customer are not covered by this Limited Warranty.

Eguana Technologies Inc. will, at its discretion, use new and/or reconditioned parts in performing warranty repair and in building replacement products. Eguana Technologies Inc. reserves the right to use parts or products of original or improved design in the repair or replacement. All replaced products and all parts removed from the repaired product become the property of Eguana Technologies Inc.

This Limited Warranty applies to the Product(s) referenced in the beginning of this document that (1) were purchased from Eguana Technologies Inc. or an Authorised Reseller in the U.S.A. and/or Canada; (2) has one of the part numbers referenced above; and (3) is installed in U.S.A. and/or Canada.

3 BATTERY MODULE WARRANTY

3.1 PRODUCT WARRANTY

The Pylontech battery module (P/N: US3000 and US3000C) shall apply for a ten (10) year time period after the date of the invoice and commencing from three (3) months after a product arrives at the delivery point or from the day of system commissioning, whichever comes first.

3.2 PERFORMANCE WARRANTY

The Performance Warranty shall apply during the warranty period, commencing as defined in §3.1.

Eguana Technologies Inc. warrants that a minimum of sixty (60) % of the nominal energy will be maintained during the warranty period (hereinafter "Warranty Period") set forth in the foregoing table. The performance warranty shall remain valid until the Warranty Period has expired.

If the purchaser fails to meet the operational conditions described in the specifications or user manuals provided by Eguana Technologies Inc., the guaranteed energy throughput shall be reduced.

3.3 REMEDY METHOD

Upon occurrence of any defect claim not meeting the aforementioned terms and conditions of the warranty, Eguana Technologies Inc. shall settle the claim at its option by repairing the battery module or replacing it with another battery module of the same value, or otherwise by compensating the customer for the residual value of the battery module pursuant to the battery module manufacturer's cash compensation policy.

For the avoidance of doubt, while Eguana Technologies Inc. shall consult with the customer as to the aforementioned three (3) methods of settling such claims, Eguana Technologies Inc. shall have the right to make the final decision thereon.

The warranty period for any repaired or replacement battery module provided under the terms and conditions of this warranty shall be the remainder of the original warranty period. Under no circumstances, the original warranty period shall be extended on grounds of any repair or replacement whatsoever.

3.4 EXCLUSION OF WARRANTY

The battery module Product Warranty and Performance Warranty, mentioned above in §3.1 and §3.2, may become null and void, upon occurrence of any activities stated in §4, below.

4 EXCLUSION OF LIABILITY

Damage resulting from the following activities is NOT covered by this Limited Warranty:

- Improper transportation, shipping, storage, installation, electrical wiring, or handling;
- Installation, modification, alteration, disassembly, repair or replace by an individual who is not certified by Eguana Technologies Inc.;
- Abnormal stress, whether physical or electrical;
- Damage or failure caused by non-compliance with national, state or local electric or electric safety codes;
- Non-compliance with Eguana Technologies Inc. and Pylontech installation or maintenance manuals;
- Incorrect use, or inappropriate operation or environment;
- Insufficient ventilation of the Product(s);
- Failure to adhere to safety warning or instructions;
- Normal wear and tear, misuse, neglect, accident or abuse;
- Use of Product(s) more than specified operating range (State of Charge, Voltage, Current, Temperature, Number of cycles or Accumulated energy);
- Force Majeure (e.g., power failure surges, inrush current, accidental breakage, lightning, overvoltage, storm, fire), please refer to paragraph 7;
- Corrosion due to saltwater mist or vapor if installed outdoor in less than 200m of the coastline;
- Use of an incompatible energy management system, inverter, rectifier, power control system or battery;
- If issue occurred, no data provided or insufficient data provided regarding the battery and inverter event log file and monitoring data to Eguana Technologies Inc., which is collected and saved on the inverter, rectifier, power controls system, EMS or cloud;
- Absence of an internet connection;
- Cosmetic shortcomings, which do not influence the energy conversion;
- Theft of the Product(s) or any of its components.

5 LIMITATION OF WARRANTY

Eguana Technologies Inc. liability under this Limited Warranty shall be limited to the aforementioned Product(s) warranty and below Performance Warranty section. Replaced or repair of Product(s) shall be warranted for the remainder of the original warranty period. In any event, the replacement shall not justify the renewal or new beginning of the Warranty period.

UNDER NO CIRCUMSTANCES SHALL EGUANA TECHNOLOGIES INC. BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST GOODWILL, LOST REVENUES OR PROFITS, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, COSTS OF REMOVAL AND REINSTALLATION OF THE PRODUCTS, LOSS OF USE, INJURY TO PERSONS OR PROPERTY ARISING OUT OR RELATED TO THE PRODUCTS. EGUANA TECHNOLOGIES INC. TOTAL LIABILITY, IF ANY, DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY BUYER FOR THE PRODUCTS OR SERVICE(S) FURNISHED, WHICH IS THE SUBJECT OF A CLAIM OR DISPUTE.

EXCEPT AS HEREIN EXPRESSLY STATED, THERE ARE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, FOR ANY SUBJECT OF THE WARRANTY THEREOF FURNISHED HEREUNDER FOR THE PRODUCT(S). THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY FOR THE SUBJECT OF THE WARRANTY. IN CASE OF ANY CONFLICT IN THE AGREEMENTS BETWEEN THE PARTIES REGARDING THE PRODUCT(S), THIS WARRANTY DOCUMENT ALWAYS WILL PREVAIL UNLESS OTHERWISE AGREED IN WRITING.

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.

6 LIMITATION ON USE

THE PRODUCT(S) 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. EGUANA TECHNOLOGIES INC. DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF ANY SUCH USE OF THE PRODUCT(S). FURTHER, EGUANA TECHNOLOGIES INC. RESERVES THE RIGHT TO REFUSE TO SERVICE ANY PRODUCT(S) USED FOR THESE PURPOSES AND DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF EGUANA TECHNOLOGIES INC. SERVICE OR REFUSAL TO SERVICE THE PRODUCT(S) IN SUCH CIRCUMSTANCES.

7 FORCE MAJEURE

Eguana Technologies Inc. will NOT be responsible or liable to purchaser or any third party for any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to natural disasters, pandemics, war, national strikes, riots, unavailability of suitable and sufficient labor, material, capacity, technical, yield failures or any other unforeseen event beyond Eguana Technologies Inc. control, including and without limitations, any technological, physical event or condition which is not reasonably known or understood at the time of purchase of the Product(s) or the claim.

8 OUT OF WARRANTY POLICY & SERVICE POLICY AFTER WARRANTY

After the expiration period of the Limited Warranty, Eguana Technologies Inc., has no obligation in providing repair services, spare parts or Product(s) replacements.

9 WARRANTY CLAIM

The party entitled to make a warranty claim(s) shall be limited to the customer who has originally purchased the Product(s) from Eguana Technologies Inc. (i.e., the "original purchaser") or the owner who can prove that has taken over the Product(s) ownership from the original purchaser.

In order to make a claim under this Limited Warranty, please contact the authorized installer of the Product(s). If you are unable to contact the installer then you should contact the seller of the Product(s) as mentioned on the invoice, or if you purchased the Product(s) directly from Eguana Technologies Inc., you should contact Eguana Technologies Inc. at the address, e-mail addresses or telephone numbers identified below.

For a Warranty claim to be processed, it must include:

- Proof of the original purchase of your Product(s) and any subsequent transfers of ownership;
- A description of the alleged defect(s) from authorized installer or customer tech support;
- · Product(s) part number and serial number and original installation and commissioning documentation and/or information.
- Battery log data and the monitoring data stored in the inverter, rectifier, power control system, energy management system and on external or remote data storage media (e.g., cloud, servers, etc.) at the time of occurrence of the incident.

If the aforementioned information is not provided, the warranty claim will not be processed.

Prior to returning any Product(s) to Eguana Technologies Inc., an RMA (Return Merchandise Authorization) number is required. The RMA process must be initiated with the manufacturer within fifteen (15) days of the occurrence of the issue. All necessary RMA documentation must accompany the product details including the historic operational data as suggested in the Installation Manual.

10 GOVERNING LAW

This Limited Warranty shall be governed by the internal substantive laws of the Province of Alberta, without respect to its conflict of laws principles. The parties acknowledge that this Limited Warranty may evidence a transaction involving interprovincial, for Canada, and/or interstate, for the U.S.A., commerce.

The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

The terms of the Limited Warranty will apply to the extent permitted by applicable law.

11 CONTACT DETAILS

Eguana Technologies Inc. HQ

Address: 6143 4th Street SE, Unit 3 Tel. #: +1 (403) 508 71 77 Fax #: +1 (403) 205 25 09

Customer Service E-mail: <u>cservice@eguanatech.com</u>

Web site: www.eguanatech.com

THIS LIMITED WARRANTY IS OFFERED BY EGUANA TECHNOLOGIES, INC.

