



# Franklin Home Power (FHP) Limited Warranty for End Users

Effective Date: August 2022

# Franklin Home Power (FHP) Limited Warranty for End Users

This limited warranty applies to Franklin Home Power energy storage system installed in the United States, United States Territories, and Canada, which consists of the following Franklin Home Power products (hereinafter 'Products', or 'FHP'):

| Product Name | Product Model |
|--------------|---------------|
| aPower       | aPower X      |
| aGate        | aGate X       |

This warranty only applies when the products are purchased from an authorized reseller and installed by an installer who is certified by FranklinWH Technologies Ltd. Co. (hereinafter 'FranklinWH') or its affiliate, FranklinWH Energy Storage Inc.

The Limited factory warranty includes a product warranty and a performance warranty.

## Product Warranty

FranklinWH warrants that your Products will be free from defects for twelve (12) years starting from 1) the date of the initial installation; or 2) twelve (12) months from the manufacture date, whichever comes first. FranklinWH will offer remedies according to the Remedies section.

## Performance Warranty

FranklinWH guarantees that the FranklinWH aPower will have the rated energy capacity of 13.6 kWh when this limited warranty begins, and the capacity retention will be not less than 70% of the rated capacity when 1) the 12-year warranty period expires, or 2) the aggregate energy throughput reached 43MWh, whichever comes first. Provided the products are installed and used as per the requirements in the installation manual and the user manual.

| Rated Energy Capacity | Energy Retention                              | Aggregate Throughput |
|-----------------------|-----------------------------------------------|----------------------|
| 13.6 kWh <sup>1</sup> | 70% at the end of the 12-year warranty period | 43 MWh               |

*NOTE:*  
1. The rated capacity measurement should be performed on a new system at 25 degrees Celsius and 2.5kW charge and discharge power.

The communication module in the aGate X, including Ethernet, WiFi, and 4G, carries a 5-year warranty.

## Remedies

If your FHP system is defective within the warranty period, FranklinWH will, in its sole discretion, repair or replace your faulty device (aPower/aGate) with an equivalent product (new or refurbished). The remaining warranty period will be transferred to the repaired or replacement product. Under no circumstances will the original warranty period be extended as a result of your FHP product being repaired or replaced.

FranklinWH can also refund you the actual purchase price of the defective products less reasonable depreciation based on use at the time of the warranty claim when 1) FranklinWH is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or 2) You are willing to accept such a refund.

In the event of a defect, to the extent permitted by law, the above-mentioned repair, replacement or refund are the sole and exclusive remedies that FranklinWH provides. And all such liability shall terminate upon expiration of the warranty period.

## Warranty Claim Process

In order to make a claim under this Limited Warranty, please contact your installer or reseller who sold you the FHP system. If you are unable to contact your installer or reseller, you can contact FranklinWH using the following contact information. In this case, FranklinWH will process your warranty claim and may assign a service personnel, either from FranklinWH or an authorized service partner, to follow up your case.

For a warranty claim to be processed, please get ready the following information.

- 1) Proof of the original purchase of your FHP system, or any subsequent transfers of ownership.
- 2) A description of the alleged defects.
- 3) The serial number of the aPower X and aGate X, and their installation date.

If a replacement is needed, before sending the defective device back to FranklinWH, an RMA (Return Merchandise Authorization) number must be obtained from FranklinWH, otherwise FranklinWH will not bear the shipment cost, or the returned device might be refused.

# Contact Information

Telephone: 888-851-3188

Email address: [service@franklinwh.com](mailto:service@franklinwh.com)

## Exceptions of Warranty

This Limited Warranty does not apply to, and FranklinWH will not be responsible for any defect or damage that's caused by the following cases.

1. Product damage and defect caused by improper use, misuse, abuse, or negligence.
2. Damage caused by accidents, shipping, handling, or improper storage.
3. Products are installed other than what's specified in the installation manual.
4. Products are installed by personnel without appropriate electrical qualification and license for battery installation required by the federal and local laws.
5. Products are not purchased from a FranklinWH authorized sales channel.
6. Products are not installed or serviced by installers bearing FranklinWH's installation certification.
7. Products are disassembled or dismantled without the prior consent of FranklinWH.
8. Damage caused by physical or electrical stresses such as, inclusive but not exclusive of, inrush current, lightning, flood, tidal wave, fire, or incidental damage; or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the applicable Covered Product Data Sheet, including high input voltage from generators or lightning strikes.
9. Defect or performance failure that's caused by improper repair of the products carried out by technicians not approved by FranklinWH.
10. Defective or damage that's not reported to your certified installer or FranklinWH within 2 weeks of the occurrence.
11. Damage or performance failure caused by accidents or force majeure events, including but not limited to lightning, flood, earthquake, fire, or other events outside the reasonable control of FranklinWH.
12. Removal and reinstallation of your FHP system at a location other than the original installation location, without the express written consent of FranklinWH.
13. For the avoidance of doubt, software programs installed in the Covered Products and the recovery and reinstallation of such software programs and data are not covered under this Limited Warranty.

In addition, this limited warranty does not cover 1) normal wear and tear or deterioration, or superficial defects, losing glue, dents, or marks that do not impact the performance of your FHP system; 2) noise or vibration that is not excessive or uncharacteristic and does not impact your FHP system's performance; 3) damage or deterioration that occurs after the expiration or voiding of the warranty period.

In order to provide the full 12-year warranty, FranklinWH requires the ability to update your FHP system software through a remote network connection. During the upgrade process, the operation of FHP may be interrupted for a short time. By installing FHP and connecting it to the Internet, you agree that FranklinWH can update your FHP through these remote upgrades without notice. If your FHP has not been connected to the Internet for a month, we will notify you to connect your FHP to the Internet. If the device continues to be disconnected, we will always provide you with a limited warranty of four years from the date you first install the FHP, subject to the exclusions and limitations specified in this limited warranty. It is important to register your system so that FranklinWH can contact you for system updates. We can only offer the four-year limited warranty to a system that is not registered at the time of the installation.

## Limitation on Use

THE FHP SYSTEM IS NOT INTENDED FOR USE AS A PRIMARY OR BACKUP POWER SOURCE FOR LIFE-SUPPORTING SYSTEMS, OTHER MEDICAL EQUIPMENT, OR ANY OTHER USE WHERE PRODUCTS FAILURE COULD LEAD TO INJURY TO PERSONS OR LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. FranklinWH DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF ANY SUCH USE OF YOUR FHP PRODUCTS. FURTHER, FranklinWH RESERVES THE RIGHT TO REFUSE TO SERVICE THE FHP PRODUCTS USED FOR THESE PURPOSES AND DISCLAIMS ANY AND ALL LIABILITY ARISING FROM REFUSAL TO SERVICE YOUR FHP PRODUCTS IN SUCH CIRCUMSTANCES.

## Limitation of Liability

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL FranklinWH BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES HOWEVER ARISING, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, OR ANY PERSONAL INJURY. FranklinWH' LIABILITY ARISING OUT OF A CLAIM UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE AMOUNT YOUR PAID FOR YOUR FHP ENERGY STORAGE SYSTEM.

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.

## Disclaimer of Warranty

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH YOUR FHP PRODUCTS. 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, FranklinWH limits the duration of and remedies for such warranties to the duration and remedies described in this Limited Warranty.

## Modifications and Waivers

No person or entity, including a FranklinWH employee or authorized representative, can modify or waive any part of this limited warranty. FranklinWH 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 covered products or on an ad-hoc, case-by-case basis. FranklinWH reserves the right to do the above at any time without incurring any obligation to make a similar payment to other owners of the FHP system. If FranklinWH hereafter posts any new or modified version of this limited warranty, such new or modified version will apply to products ordered subsequent to the date of such posting.

**FRANKLINWH**

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