



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

Effective Date: November, 2023

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

This limited warranty applies to Franklin Home Power energy storage systems installed in the United States, United States Territories, and Canada. It applies to the following Franklin Home Power products ('Products' or 'FHP'):

Product Name	SKU
aPower	APR-05K13V1-US
aGate	aAGT-R1V1-US
Smart Circuits Module	ACCY-SCV1-US
Generator Module	ACCY-GENV1-US
aPbox	ACCY-RCV1-US
Split CT Kit	ACCY-CT200V1-US

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 warranty includes a warranty period and performance warranty.

## Warranty Period

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 communications 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, at 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 provide. 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 the installer or reseller who sold you the FHP system. If you are unable to contact your installer or reseller, you may contact FranklinWH using the contact information below. 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 with your case.

For a warranty claim to be processed, please prepare 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 or aGate X, and its 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)

# Warranty Exceptions

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 installed in a manner other than what is 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 installed or serviced by installers who aren't a FranklinWH's Certified Installer.
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, 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. Defects or performance failures caused by improper repair of the products carried out by technicians not approved by FranklinWH.
10. Defects or damage not reported to your certified installer or FranklinWH within 2 weeks of the occurrence.
11. Removal and reinstallation of your FHP system at a location other than the original installation location, without the express written consent of FranklinWH.
12. 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, glue loss, 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'S LIABILITY ARISING OUT OF A CLAIM UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE AMOUNT YOU 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**

FranklinWH Energy Storage Inc.

Website: [www.franklinwh.com](http://www.franklinwh.com)

Email: [info@franklinwh.com](mailto:info@franklinwh.com)

Telephone: +1 888-837-2655

Address: 1731 Technology Dr., Suite 530, San Jose, CA 95110

# FranklinWH Warranty and Labor Reimbursement Process

Date: 2023.11.01

## Purpose

The FranklinWH Energy Storage Inc. (FranklinWH) Labor Reimbursement Program is designed assist FranklinWH Certified Installers (Installer) with the costs associated with replacing defective Franklin Home Power (FHP) energy storage systems and components installed in the United States, United States Territories, and Canada. The systems consist of the following Franklin Home Power products (Eligible Products):

Product Name	Product Model
aPower	aPower X
aGate	aGate X
aPbox	ACCY-RCV1-US

## Labor Reimbursement Amount

- \$200 for each truck roll to a site for performing removal and replacement of a defective Eligible Products.
- \$200 for each defective aPower that is replaced at a customer site.
- \$150 for each defective aGate that is replaced at a customer site.

## Terms and Conditions

All amounts are in U.S. Dollars. To be eligible for reimbursement under the Labor Reimbursement Program, all of the following conditions must be met:

- FranklinWH has performed a remote diagnosis of the failed Eligible Product and has issued an RMA to the Installer prior to performing the Eligible Product Warranty Replacement.
- Removal and replacement of defective Eligible Products (Eligible Product Warranty Replacement) is completed within the warranty period commencing on the date the system is activated (permission to operate is granted by the authority having jurisdiction).
- The returned Franklin Home Power products must be packed and shipped according to the [FranklinWH RMA process](#).
- Installer has submitted a claim for reimbursement within 30 days of completing the Eligible Product Warranty Replacement.



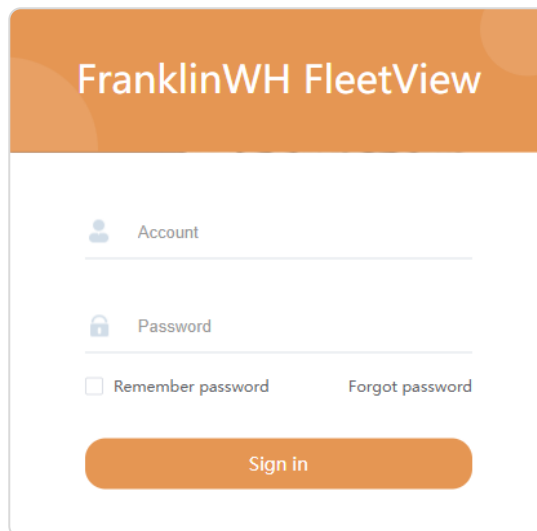
## Labor reimbursement process

### Prerequisites

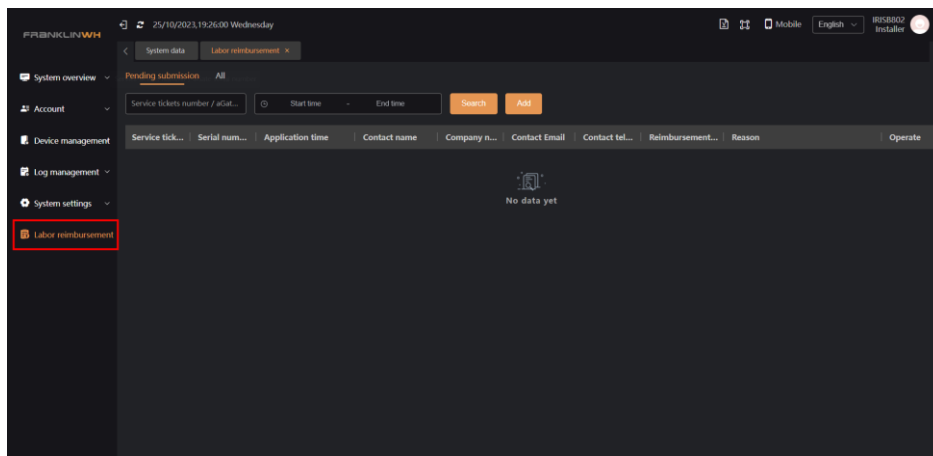
- Request from FranklinWH a remote diagnosis on an Eligible Product(s) at issue.
- Obtain an RMA from FranklinWH.
- Perform the Eligible Product Warranty Replacement at the site.
- Return the defective Eligible Products according to the return label on the RMA shipping packaging.
- Submit the labor reimbursement application within 30 days of completing the Eligible Product Warranty Replacement, log to your FleetView account (As shown in Step 1).

### Procedure

**Step 1.** Use the admin account to log into [FranklinWH FleetView](#).



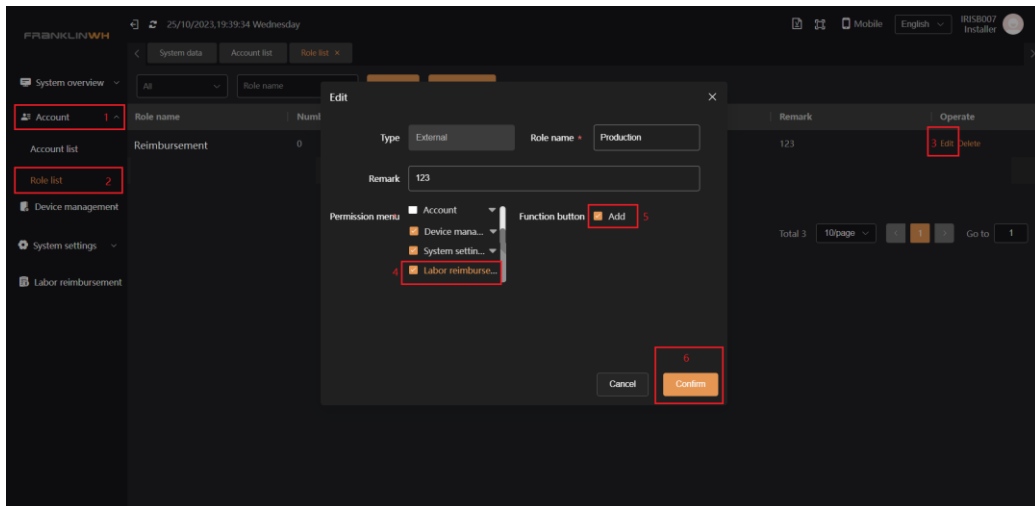
**Step 2.** Click the **Labor reimbursement** on the left menu of the FleetView portal.



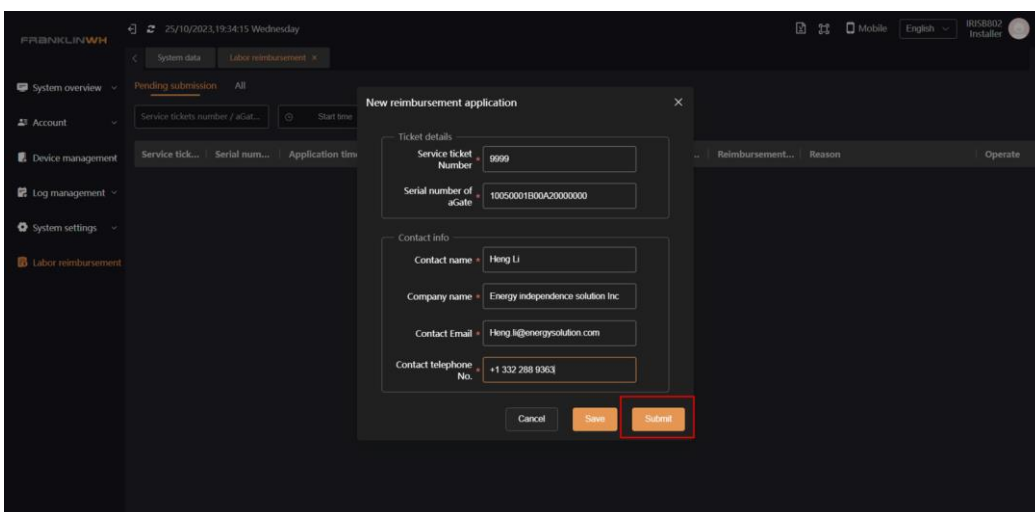
**\*Note:** If "Labor Reimbursement" does not appear in FleetView, please ask your company's account administrator to grant this permission to you.

**Step 3.** Click the **Add** to open a new labor reimbursement application.

If this is your company's first time applying for labor reimbursement, be sure to submit a W-9 attachment.



**Step 4.** Submit the application after you complete the labor reimbursement application.



**\*Note:** Once we've received your application, the FranklinWH team will contact you to verify reimbursement information. Payment is made after verification and the receipt of the defective Eligible Products by the FranklinWH team.

## FranklinWH RMA Process

Date: 2023.07.17

Maintenance, replacements and returns (if applicable), in accordance with the warranty, are subject to the following:

- It is recommended that Franklin Home Power customers first contact the installers for troubleshooting.
- If the installers fail to address the issue, customers may call the FranklinWH customer service hotline 888-851-3188 for technical support. Most of the problems can be solved through remote support from FranklinWH.
- If the issue is caused by hardware and cannot be addressed in the field, installers may submit a Refund Merchandise Authorization (RMA) request for the users at <http://www.franklinwh.com/support>. An RMA request must include the following information:
  - ✧ Proof of purchase of the defective product
  - ✧ Model number of the defective product
  - ✧ Serial number of the defective product
  - ✧ A brief description of the problem
  - ✧ Installer information (company name, phone and email)
  - ✧ Shipping address for the replacement unit
- According to the provided information, FranklinWH may work with the installer to perform some system testing. After confirming that there is a hardware issue, FranklinWH will approve the RMA request within 2 business days, send a RMA number and shipping information to the initiator within the next 2 business days, and ship a replacement unit to the provided shipping address.
- When the replacement unit arrives, the installer should remove it from the shipping box, put the defective product in the same box, attach the return shipping label that is included with the replacement product, and ship it to FranklinWH. The defective product must be returned using the original packaging of the replacement unit or other packaging that has the equivalent protection.

- If Franklin has not received the defective product within 60 days after delivering the replacement unit, FranklinWH will invoice the customer or installer for the product, depending on who was the recipient of the replacement unit.
- If the final determination is that the problem was not caused by the FranklinWH product, after installing the replacement unit, or if the returned product is found to be in good functional condition after testing, FranklinWH will charge the customer a fee of \$200, round-trip shipping costs, and the value difference between the replacement unit and the original unit.
- Do not attempt to take apart, repair and/or modify the defective product without the authorization of FranklinWH. Otherwise, it may void your warranty.