FRANKLINWH

FranklinWH System Limited Warranty for End Users

Effective Date: May, 2025

This limited warranty applies to FranklinWH energy storage systems installed in the United States, United States Territories, and Canada.

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. (FranklinWH) or its affiliate, FranklinWH Energy Storage Inc.

Twelve Year Limited Warranty

It applies to the following FranklinWH system products ("Products" or "FranklinWH system"):

Product Name	SKU
aPower X	APR - 05K13V1 - US
aGate X 1.1*	AGT - R1V1 - US
Smart Circuits Module	ACCY - SCV1 - US
Generator Module	ACCY - GENV1 - US
aPbox	ACCY - RCV1 - US
Split CT Kit	ACCY - CT200V1 - US
aPower X	APR - 05K13V2 - US
aGate X 1.3*	AGT - R1V2 - US
Smart Circuits Module	ACCY - SCV2 - US
Generator Module	ACCY - GENV2 - US
Split CT Kit	ACCY - CT200V2 - US
Backup Expansion Lug Kit	ACCY - BLV2 – US
Main Load Relay	ACCY - MRV2 – US
aGate X 1.3.1	AGT-R1V3-US

**The aGate communications module, which supports Ethernet, Wifi, 4G, and Bluetooth, comes with a limited warranty of up to 5 years. However, this warranty does not cover the continuity, quality, strength, or coverage of 4G service at the location where the FranklinWH system is installed.*

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 X 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 43 MWh, 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*	70% at the end of the 12-year warranty period	43 MWh

**The rated capacity measurement should be performed on a new system at 77 º F and 2.5 kW charge and discharge power.*

Fifteen Year Limited Warranty

The fifteen (15) year warranty applies to the following Franklin Home Power products:

Product Name	SKU
aPower 2	APR - 10K15V2 - US
Floor Mounting Bracket	ACCY - FMBV2 - US

The limited warranty includes a warranty period and performance warranty.

Warranty Period

FranklinWH warrants that your Products will be free from defects for fifteen (15) 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 2 will have the rated energy capacity of 15 kWh when this limited warranty begins, and the capacity retention will be

not less than 70% of the rated capacity when 1) the 15-year warranty period expires, or 2) the aggregate energy throughput reached 60 MWh, 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
15 kWh*	70% at the end of the 15-year warranty period	60 MWh

**The rated capacity measurement should be performed on a new system at 77 ºF and 3 kW charge and discharge power.*

Remedies

If your FranklinWH 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 FranklinWH 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 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 not purchased from a FranklinWH authorized sales channel.

5. Products are installed by personnel without appropriate electrical qualification and license for battery installation required by the federal and local laws.
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 FranklinWH 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 FranklinWH system; 2) noise or vibration that is not excessive or uncharacteristic and does not impact your FranklinWH 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 / 15-year warranty**, FranklinWH requires the ability to update your FranklinWH system software through a remote network connection. During the upgrade process, the operation of FranklinWH system may be interrupted for a short time. By installing FranklinWH system and connecting it to the Internet, you agree that FranklinWH can update your system through these remote upgrades without notice. If your FranklinWH system has not been connected to the Internet for a month, we will notify you to connect it 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 FranklinWH system, 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 FRANKLINWH PRODUCTS AND SYSTEM ARE NOT DESIGNED OR INTENDED FOR USE AS A PRIMARY OR BACKUP POWER SOURCE FOR LIFE-SUPPORT SYSTEMS, MEDICAL EQUIPMENT, OR ANY APPLICATION WHERE PRODUCT FAILURE COULD RESULT IN PERSONAL INJURY, LOSS OF LIFE, OR CATASTROPHIC PROPERTY DAMAGE.

FRANKLINWH EXPRESSLY DISCLAIMS ALL LIABILITY ARISING FROM SUCH USES OF FRANKLINWH SYSTEMS AND PRODUCTS. FURTHERMORE, FRANKLINWH RESERVES THE RIGHT TO DECLINE SERVICE FOR FRANKLINWH PRODUCTS USED IN THESE PROHIBITED APPLICATIONS AND DISCLAIMS ALL LIABILITY ARISING FROM SUCH SERVICE REFUSAL.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FRANKLINWH SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ECONOMIC LOSSES OF ANY KIND, PROPERTY DAMAGE OR LOSS, OR PERSONAL INJURY ARISING FROM ANY CAUSE, WHETHER IN CONTRACT OR TORT. FRANKLINWH'S TOTAL LIABILITY UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE PAID FOR YOUR FRANKLINWH PRODUCTS.

WARRANTY DISCLAIMER

THIS LIMITED WARRANTY CONSTITUTES THE SOLE EXPRESS WARRANTY PROVIDED FOR FRANKLINWH PRODUCTS. FRANKLINWH DISCLAIMS ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY OR IMPLIED, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES AGAINST LATENT OR HIDDEN DEFECTS.

Additionally, this Limited Warranty does not cover:

- Damage from improper installation or maintenance.
- Unauthorized modifications or repairs.
- Normal wear and tear.
- Damage from external environmental factors.
- Damage from power surges or grid instability.
- Data loss or software compatibility issues.

Where such warranties cannot be legally disclaimed, FranklinWH limits their duration and remedies to those specified in this Limited Warranty.

MODIFICATIONS AND WAIVERS

No individual or entity, including FranklinWH employees or authorized representatives, may modify or waive any provision of this Limited Warranty.

FranklinWH may, at its sole discretion:

- Offer to cover costs for certain repairs not covered by this Limited Warranty
- Make such offers for specific covered products or on a case-by-case basis
- Make these decisions without creating any obligation to extend similar offers to other owners of the Products

If FranklinWH publishes any new or modified version of this Limited Warranty, such version shall apply only to Products ordered after the publication date of the modified warranty.

GOVERNING LAW AND JURISDICTION

This Limited Warranty shall be governed by and construed in accordance with the laws of the jurisdiction where the product was purchased. Any disputes arising from or relating to this Limited Warranty shall be subject to the exclusive jurisdiction of the courts in that jurisdiction.

SEVERABILITY

If any provision of this Limited Warranty is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

Warranty Claim Process

In order to make a claim under this Limited Warranty, please contact the installer or reseller who sold you the FranklinWH 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 FranklinWH system, or any subsequent transfers of ownership.
2. A description of the alleged defects.
3. The serial number of the aPower or aGate, 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.

FranklinWH Contact Details

Website: www.franklinwh.com/support

Email: service@franklinwh.com

Telephone: +1 888-851-3188

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

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