



Limited Warranty

SimpliPhi ExprESS™ Integrated Storage System

Limited Warranty Coverage

This Limited Warranty (“the Warranty”) applies to the SimpliPhi Power, Inc. (“SimpliPhi”) ExprESS (“Product”), whose warranty obligations are subject to the conditions below. SimpliPhi Power warrants this product to be free from defects in workmanship and materials for the duration of the 2-year Limited Warranty Period.

Section 1.0 – General Terms of the Limited Warranty

The term of this Warranty (i) begins on the original date of purchase of the product as indicated on the Limited Warranty Registration Card submitted to SimpliPhi Power and (ii) continues through the Limited Warranty Period. This Warranty applies only to the original end-use purchaser of the SimpliPhi Product. SimpliPhi Power does not warrant or guarantee workmanship performed by any person or firm installing the SimpliPhi Product. This Warranty does not cover the cost of installation, removal, shipping or reinstallation. This Warranty does not cover faults in design or installer error such as reverse polarity or misuse of system wide equipment or inaccurate programming of all ancillary equipment in your system.

This Limited Warranty applies only to a SimpliPhi Product:

- (a) purchased from SimpliPhi Power, Inc. or an authorized SimpliPhi Power distributor, dealer, or reseller and;
- (b) if installed, then installed by a licensed professional. In the event you rent or lease the SimpliPhi Product, no end-user purchase takes place; therefore, this Warranty does not apply and you must contact your rental or leasing company to determine whether Warranty coverage is applicable.

The liability of SimpliPhi Power under this Warranty shall be limited to the repair or replacement of the SimpliPhi Product, at SimpliPhi Power’s sole discretion. If the SimpliPhi Product is found to be defective as a result of any manufacturing defect in materials and workmanship during the Limited Warranty Period, SimpliPhi Power will, at its sole discretion, either (i) repair the SimpliPhi Product or (ii) replace the SimpliPhi Product. If a SimpliPhi Product is replaced, that SimpliPhi Product will become the property of SimpliPhi Power and must be returned to SimpliPhi Power free of any third-party ownership claims.

The Warranty period of any repaired SimpliPhi Product or its replacement is twelve (12) months from the date of shipment from SimpliPhi Power, or the remaining term of the Limited Warranty Period, whichever is greater.



CAUTION: All PHI batteries must be fully charged before commissioning the system (i.e. before connecting loads). Failure to do so will Void the Warranty



CAUTION: Do not attempt to charge the battery below 32° F (0° C). Attempts to charge at subfreezing temperatures can adversely affect SOH and cycle life and will Void the Warranty.



CAUTION: The ExprESS unit is designed to be operated in an AC charging (from grid or generator) or DC charging (i.e. DC Coupled) system setup. Operating the unit in an AC coupled system setup will Void the Warranty.

Section 2.0 – Warranty Limitations

This Warranty is applicable only to the components and labor related to the SimpliPhi Product. Components reasonably deemed to be disposable, such as replacement air filters, fuses, and light bulbs are not covered by this Limited Warranty.

1. The PHI 3.8 or PHI 2.9 battery units within the Product will be covered under SimpliPhi Power's 10 Year Limited Warranty; not under this Warranty. Please refer to the PHI Warranty for how to register and complete the warranty process for the PHI batteries.
2. Regarding Magnum Energy (from Sensata Technologies) or Morningstar equipment in the ExprESS 48V or ExprESS 24V unit: This equipment will be covered under the relevant manufacturer's standard warranties (included in the SimpliPhi Product shipment and the manufacturer's website); Third party equipment is *not* covered under this ExprESS Warranty. However, to ensure that the ExprESS Warranty is maintained, instances where third party equipment may be faulty must be handled as follows:
 - a) Before submitting a warranty claim with Magnum or Morningstar, trouble-shoot the system with SimpliPhi Technical Support (as well as Magnum or Morningstar Support, if necessary) to correctly determine if/which component within the ExprESS unit is defective.
 - b) If it is determined that a third-party component contained within the ExprESS is indeed defective, SimpliPhi Technical Support will recommend submitting a warranty claim to Magnum or Morningstar.
 - c) After submitting the warranty claim directly with Magnum or Morningstar, update SimpliPhi Technical Support regarding the relevant third-party manufacturer's issued Return Merchandise Authorization (RMA) number.
 - d) Third party replacement equipment must be properly installed by a certified installer or licensed electrician, and equipment must be re-programmed to SimpliPhi's listed parameters, as specified in the ExprESS Manual. Sending photos of properly installed replacement equipment and re-programmed settings ensures that the ExprESS unit remains In Warranty. Otherwise, SimpliPhi reserves the right to Void the ExprESS Warranty in this scenario.

This Warranty does not cover:

- Damages caused by or resulting from third-party site preparation, which may include but is not limited to foundation preparation, concrete or gravel mounting pads, security enclosures, and required drainage, etc.
- Damages caused by or resulting from an unauthorized third-party SimpliPhi Product installation
- Damages caused by or resulting from electrical work external to the SimpliPhi Product, including but not limited to any electrical conduits, connects to facility electrical boxes, connections to any grid or micro-grid system
- Damages caused by or resulting from installation or removal, alteration, or disassembly
- Normal wear and tear
- Accident or abuse (e.g., being dropped, etc.)
- Corrosion (e.g., due to inappropriate environmental exposure)
- Damages caused by or resulting from repair or service provided by an unauthorized repair facility, lightning, or other unmitigated electrical event
- Damages caused by or resulting from fire, flood, acts of God, or force majeure
- Damages caused by or resulting from excessive heat or cold conditions
- Damages caused by or resulting from shipping or transportation
- Any incidental or consequential damages caused by other components of the power system including but not limited to inverters, charge controllers, breakers, bypass switches, fuses, etc.
- Any Product whose serial number has been altered, defaced, or removed
- Damage caused by or resulting from operation in a non-intended use, or a use which exceeds the recommended or permitted limits or loads of the Product
- A Product that has not been installed or repaired by SimpliPhi Power or an Authorized Partner
- A Product that has been used or maintained other than in accordance with SimpliPhi Power's operating instructions or as set out in the technical data specification sheet and manual provided with the SimpliPhi Product
- A Product in which the regular examinations of the ordinary connection to the electricity network have not been carried out in accordance with SimpliPhi Power's instructions
- A Product that has been used with spare parts and accessories which do not comply with the original specifications issued by SimpliPhi Power
- Negligence on the customer's part
- Faults or defects caused by third parties, including work done by unauthorized service or repair agents
- Damages caused by excess voltage within the main supply network to which the SimpliPhi battery is connected
- Any costs or expenses incurred by the customer for the procurement of substitute equipment or services
- Any unauthorized changes or repairs of any kind due to which the defect in relation to which a claim was asserted was caused at least to some extent

- A Product that did not undergo scheduled maintenance measures in compliance with the maintenance instructions and remarks
- Any transport or travel costs incurred by the customer
- Any loss of revenue or savings resulting from Product downtime or availability reduction
- Third Party Software integration incompatibilities
- Any loss of profits, or any other indirect damages

THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY APPLICABLE TO THE SIMPLIPHI POWER PRODUCT(S). SIMPLIPHI POWER EXPRESSLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES OF THE SIMPLIPHI POWER PRODUCT(S), INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY AFTER THE LIMITED WARRANTY PERIOD.

SIMPLIPHI POWER ALSO EXPRESSLY LIMITS ITS LIABILITY IN THE EVENT OF A PRODUCT DEFECT TO REPAIR OR REPLACEMENT IN ACCORDANCE WITH THE TERMS OF THIS LIMITED WARRANTY. ANY AND ALL LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR SIMPLIPHI POWER PRODUCT(S) NOT BEING AVAILABLE FOR USE OR LOST REVENUES OR PROFITS, EVEN IF SIMPLIPHI POWER HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES, ARE EXPRESSLY EXCLUDED FROM THIS LIMITED WARRANTY. SOME STATES (OR JURISDICTIONS) MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

If there is any inconsistency between this Warranty and any other agreement or statement included with or relating to the SimpliPhi Power Product or services, this Warranty shall govern. If any provision of this Warranty is found invalid or unenforceable, it shall be deemed modified to the minimum extent necessary to make it enforceable and the remainder of this Warranty shall remain valid and enforceable according with its terms.

Section 3.0 – Consumer Protection and Other Laws May Apply

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. Some states may provide for additional warranty rights and remedies, and the provisions contained in this Warranty are not intended to limit, modify, take away from, disclaim or exclude any mandatory warranty requirements provided by states, including certain implied warranties. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Your acceptance and use of the Product constitutes acceptance of the terms, conditions and limitations of this Warranty. The terms, conditions and limitations of this Warranty will supersede any other agreement or document relating to the subject matter hereof, including, but not limited to, the terms and conditions that are part of a purchase order covering the Product or other document sent to SimpliPhi by you relating to the Product.

Section 4.0 – Forfeiture of Warranty



WARNING: This Warranty will be considered null and void upon violation of any of the following conditions:

- The Product is operated in an AC Coupled system setup and/or outside of those product instructions listed in Appendix A
- Electrical or mechanical changes are made to the Product, outside of third-party related RMA issues or necessary product replacements
- The Product is physically damaged in any way
- The customer re-sells all or part of the Product to another party, unless it is authorized in advance and in writing by SimpliPhi

Section 5.0 – Obtaining Warranty Service

To activate this Limited Warranty, the attached Limited Warranty Registration Form must be completed and forwarded to SimpliPhi Power pursuant to the instructions set forth in the Limited Warranty Registration Form. It is important that you complete the Limited Warranty Registration Form. This Limited Warranty applies only to the SimpliPhi Power Product(s) that are registered on the Limited Warranty Registration Form attached to this Limited Warranty.

To request warranty service, contact SimpliPhi Power Technical Support in writing at TechSupport@SimpliPhiPower.com within the Limited Warranty Period. Either SimpliPhi Power or its authorized representative will attempt to troubleshoot the SimpliPhi Power Product(s) to determine whether the SimpliPhi Power Product(s) are defective. If SimpliPhi Power determines that warranty service is required, Technical Support will assist in getting authorization for a Return Material Authorization (“RMA”) number and instruct you on how to submit the RMA through TechSupport@SimpliPhiPower.com. Be prepared to provide Technical Support with all the following information (at a minimum):

- Proof of date and place of purchase in the form of a copy of the purchase invoice for the original SimpliPhi Power Product(s)
- The SimpliPhi Power Product model number and serial number
- A picture of the SimpliPhi Power Product(s) and the installation (if applicable)
- Inverter and charge controller settings
- Address where the SimpliPhi Power Product(s) are located
- Description of the problem
 - Events / symptoms leading up to the problem with the SimpliPhi Power Product(s)
 - Resolutions attempted

After receiving the RMA number, you may be required to pack the authorized SimpliPhi Power Product(s) for return, along with the information described above and any other information requested on the RMA, in the original SimpliPhi Power Product shipping container or packaging providing equivalent protection with

the RMA number marked clearly on the shipping container(s). You must prepay all shipping charges covering shipment to the location designated by SimpliPhi Power, and you must ensure the shipment and accept the risk of loss or damage during shipment. SimpliPhi Power is not responsible for shipping damage caused by an improperly packaged SimpliPhi Power Product, the repairs this damage might require, or the cost of these repairs.

If, upon receipt of the SimpliPhi Power Product(s), SimpliPhi Power determines the SimpliPhi Power Product(s) are defective and that the defect is not covered under the terms of this Limited Warranty, SimpliPhi Power will invoice for the replacement product. Upon receipt of payment, the SimpliPhi Power Product(s) will be shipped to you, freight prepaid, non-expedited, using a carrier of SimpliPhi Power's choice for shipment.

Section 6.0 – Contacting SimpliPhi

To obtain technical support or warranty service, please contact us as follows:

SimpliPhi Power, Inc.
3100 Camino Del Sol
Oxnard, California, 93030
805.640.6700 x 1

techsupport@simpliphipower.com

Section 7.0 – Warranty Registration

Instructions for Limited Warranty registration:

Please fill out the attached form, scan, and email it to Info@SimpliPhiPower.com, or fill out the form, detach, affix First Class postage, include your return address, fold and tape shut with clear tape on bottom and sides before mailing. We recommend you keep a copy of your completed Warranty Registration Form for your records. This form is for product registration. Failure to complete and return the form does not diminish the consumer's warranty rights.

It is important that you complete the Limited Warranty Registration Form since that is the only way SimpliPhi Power knows the original use location and the SimpliPhi Power Product(s) involved.

Appendix A – Product Specifications & Resources

All ExprESS sizing, operation and installation (if applicable) must be in accordance with the below listed resources.

- PHI Battery Manual: <https://simplhipower.com/wp-content/uploads/documentation/phi-series/simplphi-power-phi-3-8-2-9-1-4-730-installation-manual.pdf>
- PHI Battery Warranty: <https://simplhipower.com/wp-content/uploads/documentation/phi-series/simplphi-power-phi-3-8-2-9-1-4-730-warranty.pdf>
- ExprESS Manual: <https://simplhipower.com/wp-content/uploads/documentation/express/simplphi-phi-express-operators-manual.pdf>

SimpliPhi Power ExprESS Warranty Registration

Customer Name: _____

Customer Address: _____

Phone: _____

Email: _____

Product Name / Model: _____

Product Quantity: _____

Serial Numbers:

Date of Purchase: _____

Purchase Source (check one): Distributor (specify): _____ SimpliPhi-direct

Charging Sources (check all that apply and specify):

Solar PV Array Solar PV Array Size (Watts): _____

Generator Generator Size (Watts): _____

AGS Added? (Y/N): _____

Grid

Licensed Installer Contact information (if applicable)

Company Name: _____ Contact: _____

Phone: _____ Email: _____

Address: _____

Print this ExprESS Warranty Registration, fill out the form, scan and email to info@simpliphipower.com.

Or mail to:

SimpliPhi Power, Inc.
3100 Camino Del Sol
Oxnard, CA 93030