Allume Energy California LLC ("<u>Allume Energy</u>") Limited Product Warranty

California, United States of America

a) **DEFINITIONS**

i) "Authorized Seller" means a seller that has been accredited in writing by Allume Energy as an Authorized Seller.

ii) "Customer" means the solar provider that purchases the System from Allume.

iii) "Solar Installation Partner" means a certified technical contact.

iv) "System" means the SolShare distribution board and its internal components (that are not Third Party Products, as defined herein), as further set forth in <u>Exhibit A</u>.

b) LIMITED WARRANTY PERIOD. Allume warrants to Customer that for a period of ten (10) years from the date that the System is delivered to the location designated by Customer ("<u>Warranty Period</u>"), such System will materially conform to the specifications set forth in <u>Exhibit A</u> (the "<u>Limited Warranty</u>").

c) APPLICATION OF LIMITED WARRANTY

i) The Limited Warranty only applies to a Customer who has purchased the System directly from Allume Energy or an Authorized Seller of Allume Energy for use in accordance with its intended purpose.

ii) The Limited Warranty may be transferred from the Customer to an assignee and will remain in effect for the time period remaining under the Warranty Period, provided that the System is not uninstalled and reinstalled at another location.

d) EXCLUSIONS

i) The Limited Warranty does not apply to the following components or conditions, as determined by Allume Energy in its sole discretion:

A) components which are separate from the System, including ancillary equipment and consumables (such as cables, fuses, wires and connectors), whether supplied by Allume Energy or a third party ("<u>Third</u> <u>Party Products</u>"). Some Third Party Products may carry their own manufacturer warranty. See <u>Exhibit A</u> for the product in question for more details; or

B) cosmetic or superficial defects, dents, marks or scratches which do not affect or impede the operation or functions of the System.

ii) The Limited Warranty does not apply if any of the following situations occur, as determined by Allume Energy in its sole discretion:

A) the customer breaches Allume Energy's Customer Agreement or terms and conditions in a purchase order for purchase and installation of the System;

B) the System, or any part or component of the System is, stolen, or damaged as a result of misuse, abuse, accident, negligence or failure to maintain the System in accordance with Allume Energy instructions and product documentation;

- C) the System is modified or repaired, or items are attached to the System, which were not authorized by Allume Energy in writing;
- D) the System is damaged as a result of power surges, extreme temperature, fire, earthquake, lightning, flood, pest damage, actions of third parties, or other causes beyond Allume Energy's reasonable control or not arising from normal operating conditions;
- E) the System is damaged as a result of failure to observe applicable safety regulations;
- F) the System is installed by a non-certified Solar Installation Partner;
 - G) the System is installed, maintained or operated incorrectly and contrary to Allume Energy's instructions or product documentation;
 - H) the System has been commissioned without the Allume Energy application;
 - I) the System is opened, assembled, or disassembled in any way without Allume Energy's authorization;
 - J) the System is damaged during transportation by the Customer or an person who is engaged by the Customer; and/or
 - K) the failure of the Customer's wi-fi connection to adequately transmit data from the System to Allume Energy.

e) LIMITED WARRANTY PROCEDURE

i) If, during the Warranty Period, the Customer discovers that the System does not materially conform to the specifications set forth in <u>Exhibit A</u>, the Customer must give written notice of such defect to Allume Energy within thirty (30) days after Customer discovered or ought to have discovered the defect, by sending an email to <u>warranty@allumeenergy.com</u> with the following information:

- · A detailed description of the defect;
- · The System's serial number; and
- \cdot A legible copy of the purchase order.

If Customer does not timely follow the procedures set forth in this paragraph (e), Allume Energy will determine, in its sole discretion, whether the Limited Warranty will apply.

ii) The System's serial number must be legible and properly attached to the System in order to be eligible for coverage under the Limited Warranty.

iii) Upon receiving notice of a defect from a Customer:

A) Allume Energy shall determine in its sole discretion whether the reported defect is eligible for coverage under the Limited Warranty. To do so, Customer agrees to grant Allume Energy, or a person acting on Allume Energy's behalf, reasonable access to the System for inspection. If Allume Energy determines that the reported defect is not eligible for coverage under this Limited Warranty, Allume Energy will notify the Customer accordingly and will explain the reason why such coverage is not available. If Allume Energy determines that the reported defect is eligible for coverage under the Limited Warranty, Allume Energy will notify the Customer accordingly, and may, in Allume Energy will notify the Customer accordingly, and may, in Allume Energy's sole discretion, take any of the following actions:

•repair the defective part of the System (other than Third Party Products) or the System at Allume Energy's facilities, an independent service and repair facility authorized by Allume Energy, or at Customer's location; or

• provide the Customer with a replacement part (other than Third Party Products) or System.

B) Where Allume Energy elects to send a replacement part of the System to the Customer in accordance with paragraph (A) immediately above, Allume Energy may use new, used, or refurbished parts that are at least functionally equivalent to the original part when making warranty repairs.

The System or parts of the System that have been repaired or replaced in accordance with paragraph (A) immediately above, as applicable, shall continue to be covered under the Limited Warranty for the remainder of the then-current Warranty Period for the System.

C) Allume Energy will determine whether a defective part of the System (that is not a Third Party Product) or System should be returned to Allume Energy or an independent service and repair facility in California authorized by Allume Energy, and, if so, will instruct the Customer how to package and ship the System or relevant part (that is not a Third Party Product) to the designated location. Allume Energy will bear the cost and risk of loss of such shipment by Customer to Allume Energy or an authorized warehouse in California, and of the corresponding return shipment from Allume Energy to the Customer.

If Allume Energy instructs Customer to return the defective part of the System or the System, as applicable, Customer shall return such defective part of the System or the System in accordance with Allume Energy's instructions, to the following address:

Extron Inc. 496 S Abbott Ave Milpitas, CA 95035

D) If Allume Energy determines that the System does not materially conform to the specifications set forth in <u>Exhibit A</u>, Allume Energy will use its commercially reasonable efforts to service and repair the System to fix such nonconformity within thirty (30) days, but Customer agrees to allow Allume Energy additional time beyond thirty (30) days for purposes of California Civil Code Section 1793.2(b), if applicable.

f) DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN PARAGRAPH (A) HEREIN, ALLUME ENERGY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SYSTEM, INCLUDING BUT NOT LIMITED TO THOSE OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR MERCHANTABILITY, WHETHER ARISING BY LAW, CUSTOM, USAGE, TRADE PRACTICE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESS WARRANTIES CONTAINED IN THE LIMITED WARRANTY. CUSTOMER AFFIRMS THAT IT HAS NOT RELIED UPON ALLUME ENERGY'S SKILL NOR JUDGMENT TO SELECT OR FURNISH THE SYSTEM FOR ANY PARTICULAR PURPOSE BEYOND THE SPECIFIC EXPRESS WARRANTIES IN THE LIMITED WARRANTY. ALLUME ENERGY DOES NOT WARRANT THE SYSTEM WILL COMPLY WITH THE REQUIREMENTS OF ANY SAFETY OR ENVIRONMENTAL CODE OR

REGULATION OF ANY FEDERAL, STATE, MUNICIPALITY, FOREIGN, OR OTHER JURISDICTION BEYOND THE SPECIFIC EXPRESS WARRANTIES IN THE LIMITED WARRANTY. ALLUME ENERGY DOES NOT WARRANT THAT THE SYSTEM WILL OPERATE WITH ANY ACCESSORIES OR WITHIN ANY SYSTEM NOT SOLD UNDER THE LIMITED WARRANTY AND ALLUME ENERGY'S WARRANTY IS LIMITED TO THE OPERATION OF THE SYSTEM IN A STAND-ALONE MODE. SOME COUNTRIES, STATES, OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CERTAIN PRODUCTS SUPPLIED TO CONSUMERS, OR THE LIMITATION OF LIABILITY FOR PERSONAL INJURY. SO SUCH LIMITATIONS AND EXCLUSIONS MAY BE LIMITED IN THEIR APPLICATION. WHEN THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, THEY WILL BE LIMITED TO THE DURATION OF THE APPLICABLE EXPRESS WARRANTY. THE WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS AND SUCH CUSTOMER MAY ALSO HAVE OTHER RIGHTS, WHICH MAY VARY DEPENDING ON LOCAL LAW.

g) LIMITATIONS OF LIABILITY. ALLUME ENERGY'S RESPONSIBILITY UNDER THIS LIMITED WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT AS DESCRIBED HEREIN. THE REMEDIES DESCRIBED ABOVE ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND ALLUME ENERGY'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. ALLUME ENERGY'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER FOR THE DEFECTIVE SYSTEM, NOR SHALL ALLUME ENERGY UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, LOST PROFIT, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, INCLUDING, BUT NOT LIMITED TO, CLAIMS RELATING TO PERSONAL INJURY OR LOSS OF LIFE.

Exhibit A

Specifications





SolShare 100 Product Datasheet

llume's SolShare is the world's first power division control system (PDCS). Providing functionality to supply the AC energy outputted from a solar inverter to multiple grid-connected units behind-themeter. The SolShare opens the solar market to multifamily buildings.

The SolShare 100 has a maximum recommended input capacity of 16.4kW AC, and can be connected to switchboard. Receiving one single 10 units, making it primarily suitable for residential sites in North America.

The behind-the-meter solution requires no change to smart meter infrastructure and is intuitively designed to make the installation process as simple as possible for solar installers.

The SolShare unit is placed between the inverter and the main phase (split-phase) AC input from the inverter and outputting up to 10 multifamily units. Outputs are wired on the load side of each unit's meter, at the building's common main switchboard.



Complete solar & usage \bigcirc monitoring

Integrated billing for Power <u>'</u> **Purchase Agreements**

- (((•))) 4G for datalogging and firmware updates
- Multiple solar delivery algorithms to suit project requirements

Technical Data

General Specifications

Parameter	Value
Dimensions	36.2" x 19.1" x 10.6" (H x W x D)
Weight	84 lbs
Max number of connections per unit	10 (connected on single line) or 5 (connected to both lines)
Install Environment	Types 3R, 4
Operating temperature range	-4 - 120 F
Metering accuracy	± 0.5%

Electrical Specifications

Parameter	Value (at 25°C)
Max nominal current (per line)	72 A
Voltage Range	228 – 252 VAC (L-L); 114 – 126VAC (L-N)
Max input at 120V L-N (recommended)	16.4 kW
Number of input circuits	1
Number of output circuits	10
Mains frequency range	50 – 60 Hz
Short-circuit current rating	30 kA
Maximum input overcurrent protection	100 A
Maximum output overcurrent protection	100 A
Conductor AWG range for field wiring conductors	2 AWG

Safety Certification

Test	Test House
UL1741	UL

Accessories

20 x Current Transformers (10 meter cable lengths)

Installation Requirements

- 1. Input must come from a split-phase, grid connected inverter
- 2. Each unit must have an amperage capacity greater than the per line max solar system output
- 3. Output connections: 4 or more split phase units
- 4. Ganged/co-located smart meters and main breakers
- 5. Cable access between SolShare unit and central main switchboard
- 6. Installation must be carried out by a licensed electrician
- 7. System to be installed using National Electrical Code, ANSI/NFPA 70 wiring methods



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