



Power. On Your Terms.



SimpliPhi AccESS

WARRANTY TERMS

Optimized Energy Storage & Management for Residential & Commercial Applications Utilizing Efficient, Safe, Non-Toxic, Energy Dense Lithium Ferrous Phosphate (LFP) Chemistry

Limited Warranty Coverage

This Limited Warranty (“the Warranty”) applies to the SimpliPhi, Inc. (“SimpliPhi”) AccESS (“Product”), whose warranty obligations are subject to the Conditions below. SimpliPhi 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 and (ii) continues through the Limited Warranty Period. This Warranty applies only to the original end-use purchaser of the Product and is transferable only if the Product remains installed in the Original Use Location. SimpliPhi does not warrant or guarantee workmanship performed by any person or firm installing the 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 Warranty applies only to a Product:

- (a) purchased from SimpliPhi or an authorized SimpliPhi distributor, dealer or reseller and
- (b) installed by a licensed professional.

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

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

Section 2.0 – Warranty Limitations

This warranty is applicable only to the Components and labor related to the 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 battery units within the Product will be covered under SimpliPhi’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 3.8 batteries.
2. Regarding Schneider Electric equipment in the Schneider – AccESS unit or OutBack Power equipment in the OutBack – AccESS unit: This equipment will be covered under the relevant manufacturer’s standard warranties which are included in the Product shipment and may be located on the manufacturer’s website; Third party equipment is not covered under this warranty.

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 Product installation
- Damages caused by or resulting from electrical work external to the 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 or an Authorized Partner
- A Product that has been used or maintained other than in accordance with SimpliPhi's operating instructions or as set out in the technical data specification sheet and manual provided with the 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's instructions
- A Product that has been used with spare parts and accessories which do not comply with the original specifications issued by SimpliPhi
- 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
- Software
- 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 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

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

- The Product is operated outside of product specifications
- Electrical or mechanical changes are made to the Product, its interconnected components (including power conditioning equipment), or its immediate surroundings
- 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 in order for SimpliPhi Power to know the Original Use Location and the SimpliPhi Power Product(s) involved. 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. This Limited Warranty applies only to the SimpliPhi Power Product(s) that are (i) registered on the Limited Warranty Registration Form attached to this Limited Warranty and (ii) installed in the Original Use Location which shall be described by inserting the address of the Original Use Location in the space “Address of Installation” provided in the Limited Warranty Registration Form and name of installer/distributor or supplier.

To request Warranty service, your Installer/Distributor/Supplier must 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) at the Original Use Location 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 how to submit the RMA through TechSupport@SimpliPhiPower.com. To be prepared for Technical Support assistance you need to provide in writing to your Installer/Distributor/Supplier 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
- A single line drawing
- A copy of the installation protocol
- Inverter 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 insure 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 Warranty service, please contact us as follows:

SimpliPhi Power, Inc.
3100 Camino Del Sol
Oxnard, California 93030
805.640.6700
techsupport@simpliphipower.com

For technical support, please contact us follows:

805.640.6700
techsupport@simpliphipower.com

Instructions for Warranty registration:

Please fill out the attached 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.

SimpliPhi Power AccESS Warranty Registration

Customer Name: _____

Address of Installation: _____

Phone: _____ Email: _____

Product Model: _____ Quantity: _____

Additional Accessories (circle): OutBack FLEXmax80 (x2)

Conext MPPT 80 600 Gateway ComBox AGS Other: _____

Date of Installation: _____ Date of Commissioning: _____

Serial Numbers:

Date of Purchase: _____ Retrofit or New Install? _____

Where did you purchase this product? _____

Licensed Installer Contact information

Company Name: _____ Contact: _____

Phone: _____ Email: _____

Address: _____

Return this completed form to:

SimpliPhi Power, Inc.

3100 Camino Del Sol

Oxnard, CA 93030