



Limited Warranty Statement

Canada - Effective Date: January 1, 2025

Smarter Power Inc. – Smart Battery Storage System Limited Warranty

This Limited Warranty (the "Warranty") applies to the Smart Battery Storage System (the "Product"), which includes the Smart Hub (Inverter) and Smart Batteries (Batteries), sold and distributed by Smarter Power Inc. ("Smarter Power") to Authorized Dealers for installation in Canada.

1. LIMITED WARRANTY COVERAGE

Smarter Power warrants that the Smart Battery Storage System will be free from defects in materials and workmanship under normal use and service conditions for a period of 10 years from the date of original installation (the "Warranty Period"). Accessories that come with the Smart Hub and Smart Batteries such as the stand, wires and wifi logger are not covered under this Limited Warranty.

This Warranty covers:

1. **Smart Hub:** Applicable to serial numbers starting with "SH1XXXX."
2. **Smart Battery:** Applicable to serial numbers starting with "SB1XXXX."
3. **Parts Replacement:** Smarter Power will provide replacement parts to address manufacturing defects.
4. **Service Coverage:** Labour for warranty-related repairs or replacements is the responsibility of the original Authorized Dealer, who will coordinate directly with the end user.

Important: This Warranty, including its duration, is subject to exclusions and limitations detailed below.

2. LIMITATIONS OF WARRANTY

1. **Authorized Dealer Requirement:**

The Smart Battery Storage System must be installed, commissioned, and serviced by an Authorized Dealer in accordance with Smarter Power's installation and maintenance guidelines. This coverage applies only to systems installed in **Canada**. Failure to comply with these requirements will void the Warranty.

2. **Exclusions**

This Warranty does not cover defects or energy capacity shortfalls resulting from:

- Normal wear and tear, or cosmetic damage (e.g., dents, scratches) that do not affect performance of the Product.
- Damage resulting from improper installation, abuse, misuse, negligence, accidents, improper storage, unauthorized modifications, use, or operation that is not in accordance with the guidelines and instructions outlined in the Smart Hub User Manual for the Smart Battery Storage System.
- Damage from accidents, force majeure events, governmental restrictions and natural disasters resulting from but not limited to environmental conditions such as floods, power surges, lightning, fire, earthquakes and other extreme temperatures or weather events.
- Damage caused by rust, corrosion, or infestation by insects or animals.
- Issues or damage that results from the use of non-Smart Batteries or third-party components and equipment.
- Any modification, repair, or tampering with the Smart Battery Storage System—such as opening its external casing—by anyone other than Smarter Power.
- Failure to adhere to maintenance guidelines provided in the Smart Hub User Manual.
- Any physical or software modifications to the Smart Battery Storage System.
- Relocation or reinstallation of the Smart Battery Storage System from its original site.
- Noises and vibrations that do not interfere with the Smart Battery Storage Systems performance.

- Damage caused by external factors such as but are not limited to electrical grid disturbances beyond the Smart Battery Storage System's specifications and voltage spikes.
 - Damage from shipping and transportation.
 - Theft, attempted theft or vandalism of the Smart Battery Storage System or any of its components.
 - Damage or deterioration occurring after the warranty period has expired or has been voided.
 - Damages caused by cyberattacks, unauthorized access, or software disruptions.
 - Damages caused by pollution, electromagnetic fields, vibration or mechanical shock exceeding design tolerances and proximity to high-voltage installations or power substations causing operational interference.
 - Damage arising from failure to charge and operate
 - Damage to the Smart Battery Storage System resulting from improper charging, failure to adhere to temperature warnings or alarms, prolonged low voltage or depletion, or improper storage, as outlined in the Maintenance section of the Smart Battery User Manual.
 - Damages arising from war, terrorism and acts of violence.
3. **Consequential or Incidental Damages**
Smarter Power shall not be held liable for any incidental, indirect, or consequential damages, including but not limited to property damage, personal injury, loss of use, or lost profits.
4. **Product Recall Exclusions**
Product recalls are outside the warranty's scope and do not qualify for repair or replacement under this agreement.

3. WARRANTY START DATE

The warranty begins on the date the Smart Battery Storage System is installed and registered via the Smarter Power App at the end user's property. Authorized Dealers are responsible for notifying Smarter Power of the installation date to ensure the warranty period is accurately recorded.

4. REGISTRATION OF PRODUCTS

To ensure full warranty coverage, all Smart Battery Storage Systems must be registered with Smarter Power within thirty (30) calendar days of installation. Registration is critical for validating warranty claims and enabling Smarter Power to provide continuous support.

Authorized Dealer Responsibility:

Authorized Dealers are responsible for completing the warranty registration process upon installation and commissioning. To ensure compliance with Smarter Power's warranty guidelines, submission of an Electrical Authority Approval Certificate is required to validate the effective warranty start date.

End-User Responsibility:

End users must verify that all components of the system—including the Smart Hub and each Smart Battery—are properly registered by the Authorized Dealer. Each component's serial number (e.g., SH1XXXX for the Smart Hub and SB1XXXX for the Smart Batteries) must be submitted individually to avoid lapses in warranty coverage.

Consequences of Failure to Register:

Failure to complete the registration process within the required 30-day period will result in the denial of warranty coverage. Smarter Power reserves the right to reject warranty claims for unregistered systems or components. In the event of incomplete registration, Smarter Power may offer limited support, but full warranty benefits will be void.

How to Register:

- Use the Smarter Power App to create an account and register all SBSS components.

Required Details:

- Electrical Authority Approval Certificate from the Province or Territory where your Smart Battery Storage System (SBSS) is installed.
- 10-digit serial number located on the Wi-Fi logger.
- The serial number of the Smart Hub (e.g., SH1XXXX, located inside the Smart Hub's cabinet door).
- The serial numbers for each Smart Battery (e.g., SB1XXXX, found inside the battery cabinet). Each Smart Battery must be registered individually to ensure warranty coverage.

5. WARRANTY TRANSFERABILITY

This warranty is transferable to subsequent homeowners for the remainder of the warranty period, provided the Smart Battery Storage System remains installed at its original location. To complete the transfer, the original Authorized Dealer must be notified within 60 days of the property changing ownership. Additionally, the original homeowner must use the *Transfer Ownership* feature in the Smarter Power App to officially transfer the Smart Battery Storage System to the new owner. Failure to do so may result in the loss of warranty coverage. It is the responsibility of the end user to ensure proper maintenance, connectivity, and adherence to usage guidelines. Failure to comply may result in warranty denial.

6. REMEDIES

If a Smart Battery Storage System fails to conform with the above Limited Warranty during the applicable Warranty Period, your original Authorized Dealer, at Smarter Power's discretion, will either repair the Product, replace it with an equivalent or similar product (if the original is unavailable), or provide a refund for the appropriate residual market value of the Product.

Unless otherwise required by any mandatory applicable law, the Limited Warranties do not cover any transportation costs associated with returning defective products or parts, reshipment of repaired or replacement products or parts, or any costs related to the installation, removal, or re-installation of products or parts. These costs are the sole responsibility of the end user.

Any repair or replacement of a Smart Battery Storage System will not extend the original Warranty Period. The Warranty Period for any repaired or replaced product will be limited to the remaining duration of the Warranty Period applicable to the original product. Ownership of all defective products and parts replaced under this Warranty transfers to Smarter Power upon replacement.

EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, THE REMEDIES OUTLINED ABOVE REPRESENT SMARTER POWER'S SOLE AND EXCLUSIVE OBLIGATION, AND THE BUYER'S SOLE AND EXCLUSIVE REMEDY, FOR ANY BREACH OF THE LIMITED WARRANTIES PROVIDED.

7. ELIGIBILITY TO MAKE A CLAIM

Warranty claims must be submitted by the original Authorized Dealer that installed the Smart Battery Storage System. Additionally, a subsequent owner who can provide valid proof of ownership is also eligible to file a claim under this Limited Warranty.

8. CLAIM PROCESS

To file a claim, please contact the Authorized Dealer who sold and installed your Smart Battery Storage System. The Buyer must provide proof of original purchase or assignment of ownership, relevant Electrical Authority Approval Certificate from the Province/Territory where the SBSS is installed, serial numbers, and prove that the malfunction or non-conformity of a Smart Battery Storage System is solely due to defects in materials and/or workmanship under normal conditions of application, installation, use, and service, as outlined in Smarter Power's Smart Hub User Manual. If you are unable to reach your original Authorized Dealer you can reach Smarter Power Customer Service at the number or email listed below. Claims must be submitted within the Warranty Period to:

Smarter Power Customer Service

Phone: 1-888-890-3335

Email: Support@smarterpower.ca

Smarter Power reserves the right to evaluate and verify claims before repair, replacement, or refund. Warranty remedies will not extend the original Warranty Period. Failure to meet the specified requirements noted above may result in Smarter Power denying warranty coverage under this agreement.

9. LIMITATIONS AND DISCLAIMER

THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY SMARTER POWER IN CONNECTION WITH THE SMART BATTERY STORAGE SYSTEM. ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR APPLICATION, AND ANY WARRANTIES AGAINST LATENT OR HIDDEN DEFECTS, ARE EXPRESSLY DISCLAIMED UNLESS AGREED TO IN WRITING BY SMARTER POWER. SMARTER POWER'S LIABILITY ARISING OUT OF A CLAIM UNDER THIS WARRANTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR YOUR SMART BATTERY STORAGE SYSTEM. SMARTER POWER LIMITS THE DURATION AND AVAILABLE REMEDIES FOR SUCH WARRANTIES TO THOSE SPECIFICALLY OUTLINED IN THIS WARRANTY.

IF SUCH DISCLAIMERS ARE NOT PERMITTED BY APPLICABLE LAW, SMARTER POWER EXPRESSLY LIMITS THE DURATION OF AND REMEDIES FOR ANY SUCH WARRANTIES TO THOSE DESCRIBED WITHIN THIS LIMITED WARRANTY. IN JURISDICTIONS WHERE LIMITATIONS ON IMPLIED WARRANTIES ARE NOT ALLOWED, THIS PROVISION MAY NOT APPLY.

10. LIMITATION OF USE

THE SMART BATTERY STORAGE SYSTEM IS NOT DESIGNED OR INTENDED TO SERVE AS A PRIMARY OR BACKUP POWER SOURCE FOR LIFE-SUPPORT SYSTEMS, CRITICAL MEDICAL EQUIPMENT, OR ANY OTHER APPLICATION WHERE SYSTEM FAILURE COULD RESULT IN PERSONAL INJURY, LOSS OF LIFE, OR SIGNIFICANT PROPERTY DAMAGE. SMARTER POWER DISCLAIMS ALL LIABILITY FOR ANY CONSEQUENCES ARISING FROM SUCH UNAUTHORIZED USE OF THE SMART BATTERY STORAGE SYSTEM.

ADDITIONALLY, SMARTER POWER RESERVES THE RIGHT TO DECLINE SERVICE FOR ANY PRODUCT USED IN UNAUTHORIZED APPLICATIONS AND DISCLAIMS LIABILITY FOR ANY CONSEQUENCES ARISING FROM ITS DECISION TO PROVIDE OR WITHHOLD SERVICE IN SUCH CASES. IT IS THE END USER'S SOLE RESPONSIBILITY TO ENSURE THAT THE SMART BATTERY STORAGE SYSTEM IS UTILIZED EXCLUSIVELY FOR ITS INTENDED PURPOSE AND IN FULL COMPLIANCE WITH THE PROVIDED GUIDELINES, AS WELL AS ALL APPLICABLE LOCAL ELECTRICAL CODES AND REGULATIONS IN THE JURISDICTION WHERE THE PRODUCT IS INSTALLED.

11. INTERNET CONNECTIVITY

To ensure optimal performance and uninterrupted service during the full ten-year Warranty period, Smarter Power requires the Smart Battery Storage System, including the Smart Hub and Smart Batteries, to remain connected to the Internet. Internet connectivity is established via the Smart Hub and logger provided and should be set up by the Authorized Dealer during the installation and commissioning process. Comprehensive instructions for setting up and maintaining this connection are readily available on the Smarter Power website and can be seamlessly managed through the SolarmanSmart App.

By installing the Smart Battery Storage System and connecting it to the Internet, the end user consents to Smarter Power remotely monitoring the system's use and condition, as well as performing firmware and software upgrades as needed, without further notice. These upgrades are to ensure system performance and may temporarily interrupt the operation of the system for a short period.

If the Smart Battery Storage System loses Internet connectivity for an extended period (defined as more than sixty (60) calendar days), Smarter Power may be unable to provide necessary remote updates. In such cases, Smarter Power will make reasonable efforts to notify you and request that you reestablish the Internet connection. Please note that failure to reconnect the system to the Internet will impact Smarter Power's ability to honor the full ten-year Warranty. To avoid this, ensure your system is registered with the SolarmanSmart App and remains connected to the Internet.

In the event the system remains offline or unregistered and Smarter Power determines that the full warranty cannot be honored, we will still provide coverage for at least one (1) year from the original installation date, subject to the terms, conditions, and exclusions of this Warranty.

If you have any questions about connecting your Smart Battery Storage System to the Internet or need assistance, please refer to the Smart Hub User Manual, Smarter Power website, or contact your original Authorized Dealer.

12. GOVERNING LAW

This Warranty is governed by the laws of the Province of Ontario, Canada, and, where applicable, the laws of other Canadian provinces or territories. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Warranty or related disputes.

Note: By using the Smart Battery Storage System, the end user agrees to the terms of this Limited Warranty and acknowledges their responsibilities for proper installation, use, and maintenance.