

EXHIBIT F-3
WARRANTY (BESS)

TABLE OF CONTENTS

1.0 EXHIBIT INFORMATION..... 2
 1.1 Project Description 2
 1.2 References..... 2
 1.3 Definitions 2

2.0 OVERVIEW 2

3.0 GENERAL WARRANTY INFORMATION 2
 3.1 Warranted Products 2
 3.2 Warranty 3
 3.3 Correction of Deficiencies 3
 3.4 Third Party Warranties 3
 3.5 Performance Guarantees 4
 3.6 Rights and Remedies against Third Parties 4
 3.7 No Implied Warranties 4
 3.8 Limited Warranty..... 4

EXHIBIT F-3
WARRANTY (BESS)

1.0 EXHIBIT INFORMATION

1.1 Project Description

1.1.1 See Project Information Section of Attachment E (*Project Specific Information*).

1.2 References

1.2.1 This Exhibit shall also be used in conjunction with other Exhibits, as applicable. The Specifications provided herein are intended to supplement other Exhibits but not necessarily duplicate; any Work exhibited in one and not in the other shall be executed as if it had been set forth in all.

1.3 Definitions

1.3.1 Unless defined in Exhibit F-1 (*Scope of Work (BESS)*), terms that begin with an upper case shall have the meaning defined in the Agreement.

1.3.2 See Exhibit F-1 (*Scope of Work (BESS)*) for respective meanings of terms used in this Exhibit.

2.0 OVERVIEW

Contractor shall provide a BESS Limited Warranty and Performance Warranty that is applicable to utility scale BESS projects. This shall include the following main features:

1. Limited Warranty: fabricated BESS and associated equipment shall be warranted for a period of not less than five (5) years from the date of Substantial Completion against defects in materials and workmanship. If an extended warranty is required to meet this duration, Bidder shall provide optional cost of warranty extension.
2. Performance Warranty: shall be for a period of not less than twenty (20) years.
3. The Warranty shall be comprehensive. No deductibles shall be allowed for travel time, service hours, repair parts cost, etc.

For the purpose of this Exhibit, each of Owner and Contractor shall be a “Party” hereunder, and together shall be the “Parties”.

3.0 GENERAL WARRANTY INFORMATION

3.1 Warranted Products

3.1.1 Contractor grants the Warranty to Owner with respect to any of the specified brand models of:

- Batteries, Battery Enclosures, BMS, PCS, EMS, and thermal management and fire protection systems associated with the Battery Enclosures.
- Auxiliary equipment, if any.

In each case, provided by Contractor or any of its affiliates and delivered either for the inventory of Owner or for installation at the Project pursuant to the Contractor’s scope of work (collectively, the “Products”).

For purposes of clarity, the Warranty described herein shall only apply to the Products.

Contractor shall prepare a register of equipment (the “Register”), cataloging the type and quantity of BESS equipment which constitutes a Product and the respective date of the Warranty start date with respect to each such equipment. Contractor shall deliver the Register (or updated Register, as applicable) to Owner, within thirty (30) Calendar Days prior to initial product delivery to Project Site.

3.2 Warranty

3.2.1 Contractor warrants to Owner that:

- All Equipment supplied pursuant to the terms of this Exhibit shall (i) be free from defects, (ii) conform to the Specifications as described in Exhibit F-1 (Scope of Work (BESS)) and (iii) be suitable for Owner’s use in the Project as a BESS.
- Services shall be performed in accordance with the Specifications described in Exhibit F-1 (Scope of Work (BESS)) and with Contractor’s best skill and judgment in a good and workmanlike manner.
- None of the services rendered by or through Contractor hereunder, nor any license granted hereunder, infringes, violates or constitutes a misappropriation of any Intellectual Property Rights (items (a) through (c) collectively, the “Warranty”).

3.3 Correction of Deficiencies

3.3.1 If the Equipment are in breach of any Warranty and/or any Third-Party Warranty, Contractor shall (a) notify Owner of such breach and (b) cure such breach as promptly as practicable, including all required installation and any oversizing or battery capacity augmentation (inclusive of hardware costs) to the extent necessary (“Warranty Service”). Owner shall provide Contractor with reasonable access to the Project in order to perform its obligations, and the Parties shall schedule such Warranty Service so as to minimize disruptions to the operation of the Project. Contractor shall bear all costs and expenses associated with the Warranty Services, including all costs of labor and equipment and of any necessary disassembly, removal, replacement, transportation, reassembly, reinstallation, and retesting, as well as reworking, repair or replacement of such Work, and reassembly of structures, electrical work, machinery, Equipment, or any other obstruction as necessary to give access to the non-conforming item for correction, and for removal, repair or replacement of any damage to other work or property that arises from the breach of Warranty. Upon completion of Warranty Service, all Equipment shall be returned or restored to its proper condition (subject to normal wear and tear), including fit alignment, adjustment, operability, and finish. If Contractor is obligated to repair, replace, or renew any Equipment, item or portion of the Work hereunder, Supplier shall undertake a technical analysis of the problem and correct the “root cause” unless Supplier can demonstrate to Owner’s reasonable satisfaction that there is no material risk of the reoccurrence of such problem.

3.4 Third Party Warranties

3.4.1 Supplier shall keep in force, and shall be responsible for enforcing, the warranties provided to Contractor or Owner under the terms of any subcontract or in connection with the Equipment (including the EPC Warranty, collectively “Third-Party Warranties”).

3.5 Performance Guarantees

- 3.5.1 Supplier hereby covenants that from and after the Substantial Completion date, the Project shall satisfy each Performance Guarantee. In the event that the Project does not satisfy a Performance Guarantee, as Owner’s sole and exclusive remedy for any such failure, the Supplier shall pay the applicable Performance Guarantee Liquidated Damages as provided in Section 3.0 of Exhibit F-2 (Performance Testing Procedures (BESS)).

3.6 Rights and Remedies against Third Parties

- 3.6.1 Within thirty (30) Calendar Days after the end of the applicable reporting period, Owner shall send an invoice to Supplier, if, as determined pursuant to Exhibit F-2 (Performance Testing Procedures (BESS)), any Performance Guarantee Liquidated Damages are due to be paid with respect to such reporting period. The Performance Guarantee Liquidated Damages shall be due and payable on the date thirty (30) Calendar Days after the applicable Party’s receipt of the relevant invoice.

3.7 No Implied Warranties

- 3.7.1 The warranties set forth in this Exhibit are exclusive and in lieu of all other warranties, express or implied, written or oral, including any warranty of merchantability or fitness for a particular purpose. There are no other warranties, agreements, oral or written, or understandings which extend beyond those set forth in this agreement with respect to the warranted work, materials and equipment. The foregoing sentence is not intended to disclaim any other obligations of Supplier set forth herein.

3.8 Limited Warranty

- 3.8.1 To enable Owner to permit Contractor to install the Products as part of Contractor’s scope of work, Supplier has agreed to provide a Limited Warranty to Owner and Contractor until Substantial Completion date. Upon Substantial Completion of the Project, the Limited Warranty shall be provided solely to Owner.