



**SIMPLBOX LIMITED WARRANTY CERTIFICATE (USA)**

**Version 0.1.0**

**Effective Date: September 16, 2019**

Subject to the exclusions and limitations described below, Simpl Global, Inc. of 217 Rua Esperanza, Lincoln CA 95648 (“SIMPL”) provides the following SimplBox Limited Warranty (this “SimplBox Limited Warranty”) for the SimplBox Lithium Iron Phosphate Energy Storage Device (“SimplBox”) purchased by a buyer (“Buyer”) from SIMPL or its affiliates.

Except as stated below, SimplBox Limited Warranty claims may only be made by or on behalf of (a) a Buyer or (b) any subsequent owner of a SimplBox who provides proof of title transfer, provided that the SimplBox has never been relocated from its original installation location (each, the “Owner”) and that the transfer of ownership was approved by SIMPL. This SimplBox Limited Warranty shall only be valid for a SimplBox purchased by a Buyer for installation within the United States of America.

**THIS SIMPLBOX LIMITED WARRANTY IS VOID IF (a) SIMPLBOX IS RELOCATED BY DISCONNECTING AND RECONNECTING IT WITHOUT PRIOR AND SUFFICIENT NOTIFICATION TO SIMPL, OR (b) SIMPLBOX IS NOT INSTALLED AND ENERGIZED WITHIN 6 MONTHS FROM THE DATE OF MANUFACTURE.**

**PLEASE READ THIS SIMPLBOX LIMITED WARRANTY CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS SIMPLBOX LIMITED WARRANTY CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

1. Eligible SimplBox Models. This SimplBox Limited Warranty is valid for the following SimplBox model numbers:

<b>Model Number</b>	<b>Nominal Capacity (Watt-hours)</b>
SimplBox-05	495 Wh
SimplBox-10	990 Wh
SimplBox-15	1,485 Wh

2. Term. This SimplBox Limited Warranty will begin upon the earlier of (a) the date, as acknowledged by SIMPL in writing, on which the SimplBox becomes operational and available to charge and discharge energy (as defined in Exhibit A) (“**the Commissioning Date**”), or (b) ninety days after the date of manufacture and will be in effect for 120 calendar months (the “**Initial Term**”). SIMPL may, at SIMPL’s sole discretion, present Owner with the option to enroll in an SimplBox Extended Warranty agreement (“**SimplBox Extended Warranty Agreement**”) for an additional 120 months beginning at the completion of the Initial Term (the “**SimplBox Extended Warranty Term**”), for a total of 240 months from the Commissioning Date. The SimplBox Extended Warranty and SimplBox Extended Warranty Term are only valid with an authorized SimplBox Extended Warranty Certificate (“**SimplBox Extended Warranty Certificate**”) issued by SIMPL to Owner following receipt of payment and execution of the SimplBox Extended Warranty Agreement. The Initial Term and the SimplBox Extended Warranty Term may be each referred to as the “**Term**”, as applicable.
3. SimplBox Limited Warranty. During the Term, the SimplBox shall (a) conform to the specifications made available by SIMPL (“**Specifications**”), subject to ordinary degradation outlined in Exhibit A, and (b) be free from defects in workmanship and materials when used within the environmental parameters set out in the Specifications.
4. No Extension of Warranty Periods. If the SimplBox, or any component thereof, is repaired or replaced under this SimplBox Limited Warranty, the remainder of the Term shall apply to the repaired or replacement SimplBox. Under no circumstance shall coverage under this SimplBox Limited Warranty be extended beyond the Term on account of any warranty repair or replacement.

5. Remedies. In the event a justified claim for breach of this SimplBox Limited Warranty is submitted in accordance with the procedures described in this SimplBox Limited Warranty, SIMPL will, at its sole discretion, (a) repair the defective SimplBox or component thereof, (b) replace the defective SimplBox or component thereof with an equivalent SimplBox or component (or, if SIMPL or the manufacturer of such component has discontinued manufacture of such component, a mutually acceptable alternative component) or (c) issue a credit toward the purchase of a replacement unit valued at the fair market value. SIMPL may use refurbished parts to repair the SimplBox, and SIMPL may replace any component by a refurbished component of the same type.
6. Termination for Communication Interruption. This SimplBox Limited Warranty will terminate if Buyer (i) prevents or hinders SIMPL from establishing, maintaining or restoring a wired or wireless communication link with a minimum data transfer rate of 3 Mbps and is always on (a “**Communication Link**”) between SIMPL and the SimplBox; (ii) disconnects or interrupts, or permits the disconnection or interruption, of the Communication Link, other than as required for scheduled or unscheduled maintenance or in connection with a force majeure event; or (iii) manipulates the SimplBox in order to prevent or hinder the recovery by SIMPL of data regarding the SimplBox usage or performance during any period in which the Communication Link was disconnected or interrupted.
7. Exclusions. This SimplBox Limited Warranty does not apply to any defect resulting from any of the following, each of which shall void this Limited Warrant: (i) abuse, negligence, accidents or force majeure events, including but not limited to lightning, flood, earthquake, fire, extreme cold weather, or other events outside the reasonable control of SIMPL; (ii) storage, installation, commissioning, modification or repair of the SimplBox, or opening of the external casing of SimplBox, that is performed by anyone other than SIMPL; (iii) failure to install, operate or maintain the SimplBox in accordance with the installation manuals and/or guidelines provided by SIMPL; (iv) damage to SimplBox caused by improper connection of DC or AC power sources, (v) any attempt to extend or reduce the life of the SimplBox, whether by physical means, programming or otherwise; or (vi) removal and reinstallation at a location other than the original installation location, without the express prior written consent of SIMPL.
8. Items Not Covered. This SimplBox Limited Warranty does not cover (a) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance of the SimplBox; (b) vibration that does not impact the performance of the SimplBox; (c) damage that occurs during shipping or transportation; (d) theft or vandalism of the SimplBox or any of its components; or (e) labor costs related to (i) un-installing the Defective Product or (ii) if applicable, re-installing a repaired or replacement product. To the extent applicable, the SimplBox Limited Warranty covers the costs of return shipping of a repaired or replacement SimplBox from SIMPL, via a non-expedited freight carrier selected by SIMPL.
9. Exclusive Remedies. This SimplBox Limited Warranty is provided voluntarily and free of charge and does not constitute an independent guarantee. **TO THE FULLEST EXTENT PERMITTED BY LAW, THIS SIMPLBOX LIMITED WARRANTY AND THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, USE OR APPLICATION, AND ANY WARRANTIES AGAINST LATENT OR HIDDEN DEFECTS), ALL OF WHICH ARE EXPRESSLY DISCLAIMED. TO THE EXTENT THAT SUCH WARRANTIES CANNOT BE DISCLAIMED, SIMPL LIMITS THE DURATION OF AND REMEDIES FOR SUCH WARRANTIES TO THE DURATIONS AND REMEDIES DESCRIBED HEREIN.**

10. Limitation of Liability. **IN NO EVENT WILL SIMPL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS SIMPLBOX LIMITED WARRANTY, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF WHETHER A PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. SOME STATES, COUNTRIES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. IN NO EVENT WILL SIMPL'S LIABILITY ARISING OUT OF OR RELATED TO A SIMPLBOX LIMITED WARRANTY CLAIM WITH RESPECT TO AN INDIVIDUAL SIMPLBOX EXCEED THE PURCHASE PRICE PAID TO SIMPLFOR SUCH INDIVIDUAL SIMPLBOX.**
11. Limitation on Use. **THIS PRODUCT IS NOT INTENDED FOR USE AS A PRIMARY OR BACK-UP POWER SOURCE FOR LIFE-SUPPORT SYSTEMS, OTHER MEDICAL EQUIPMENT, OR ANY OTHER USE WHERE PRODUCT FAILURE COULD LEAD TO INJURY TO PERSONS OR LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. ACCORDINGLY, SIMPL DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF ANY SUCH USE OF THE PRODUCT. FURTHER, SIMPLRESERVES THE RIGHT TO REFUSE TO SERVICE ANY PRODUCT USED FOR THESE PURPOSES AND DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF SIMPL'S SERVICE OR REFUSAL TO SERVICE THE PRODUCT.**
12. Governing Law, Arbitration, and Class Action/Jury Trial Waiver. This SimplBox Limited Warranty shall be governed by the laws of the State of California. The parties acknowledge that this SimplBox Limited Warranty evidences a transaction involving interstate commerce. You agree to submit to the personal jurisdiction of the federal courts located in Sacramento, California and state courts located in Placer County, California for any actions regarding this Warranty, specifically including, but not limited to, the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Placer County, California is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to beunenforceable.
13. Arbitration. **READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM SIMPL.** For any dispute with SIMPL in connection with this SimplBox Limited Warranty, you agree to first contact us at the email address identified below and attempt to resolve the dispute with us informally. If the dispute has not been resolved within 60 days, we each agree to resolve such dispute through binding arbitration under the Optional Expedited Arbitration Procedures of the Judicial Arbitration and Mediation Service ("**JAMS**"). JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com). The existence, content and result of the arbitration shall be held in confidence by all participants. The arbitration will be conducted by a single arbitrator selected by agreement of the Parties or, failing such agreement, appointed in accordance with the JAMS rules. The arbitration shall be conducted in English and in Sacramento, California. If you are using the SimplBox for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using the SimplBox for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction located in Placer County, California without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing SIMPL from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property rights or other proprietary rights. This provision shall apply to any dispute in connection with this SimplBox Limited Warranty, even if your supply agreement, authorized reseller agreement, or equivalent, with SIMPL with respect to the SimplBox contains a different dispute resolution provision.

14. Class Action/Jury Trial Waiver. **WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SIMPLBOX FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT YOU AND SIMPLARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.**
15. Claims Process. Claims under this SimplBox Limited Warranty must be made by notifying SIMPL using the email address and physical address provided below. For a Warranty claim to be processed, proof of the original purchase of the SimplBox and any subsequent transfers of ownership of the SimplBox need to accompany the claim. The claim must include a description of the alleged defect(s) as well as the serial number of the relevant SimplBox component, Original Sale Date and Commissioning Date. Prior to returning any SimplBox (or component thereof) to SIMPL, an RMA (Return Merchandise Authorization) number is required, which may be obtained by contacting SIMPL at the email address, physical address or telephone number identified below.

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**SIMPL email address:** [info@simplglobal.com](mailto:info@simplglobal.com)

**SIMPL address:** 217 Rua Esperanza Lincoln CA 95648

**SIMPL telephone number:** +1 833 697 4675

EXHIBIT A  
Ordinary Degradation

When operated at Standard Test Conditions, SimplBox is expected to perform according to the chart below.

“Standard Test Conditions” means that, during measurement of SimplBox’s discharged energy, (i) SimplBox is fully charged to 100% state of charge and then fully and continuously discharged at the Nominal Power (as defined in the Specifications) to 0% state of charge, (ii) the ambient temperature of SimplBox is 25°C ±2°C; and (iii) the initial temperature of all battery pods is 25°C ±1°C.

