

PowerStack – Product Warranty

This Product Warranty gives you specific legal rights, and you may have other rights which vary from country to country or state to state. Powerstack, LLC and its affiliates (“**PowerStack**”) do not make any representations or warranties about products manufactured by or on behalf of PowerStack other than those set out below (“**Warranty**”):

A. GENERAL WARRANTY COVERAGE (TEN YEAR PARTS LIMITED WARRANTY).

PowerStack warrants only those products or components manufactured by PowerStack as set forth in the Appendix: “Products Manufactured by PowerStack”, attached hereto (collectively, “**PowerStack Products**”) against defects in manufacturing, materials and workmanship under normal application, installation, use and maintenance conditions for a period of 10 years from date of shipment except as modified for certain components in Section B (the “**Warranty Period**”). Normal application, installation, use, and maintenance shall be in adherence with published PowerStack guidelines for design, installation, and maintenance as are commonly found on the PowerStack website and/or furnished to the Buyer to ensure the Buyer and/or the Original End User (the first owner of PowerStack Products that are to be installed) are informed of the appropriate standard of care of PowerStack Products.

PowerStack does not warrant, and is not responsible for, any product, component or other device made by anyone other than PowerStack. If, during the Warranty Period, your PowerStack Product does not comply with this Warranty, then PowerStack will, at its sole option, repair or replace your PowerStack Product that is proven to be defective with an equivalent product (new or refurbished). If your PowerStack Product is repaired or replaced under this Warranty, the remainder of the Warranty Period will apply to the repaired or replaced product. Under no circumstances will the Warranty Period be extended as a result of your PowerStack Product being repaired or replaced.

Unless otherwise stated, PowerStack replacement and/or repair processes will be performed by the Buyer or End User’s chosen integration partner or other representative, under instruction of PowerStack’s support and installation documentation. At their sole discretion, PowerStack technicians may provide phone or video call assistance remotely prior or during the replacement or repair process. At their sole discretion, PowerStack may send technicians to a project site to assist or execute replacement or repair processes. Replacement installation or repair processes that are undertaken by the Buyer or End User’s chosen representative, that do not adhere to the guidance materials and/or virtual support provided by PowerStack, void any ongoing warranty on that component.

PowerStack will not honor a cash reimbursement claim to cover material charges for replacement material including, without limitation, batteries, controllers, solar panels, power supplies or drivers, and/or LED luminaires. No charges for rental of equipment, travel time or labor will be accepted.

PowerStack will, at its sole option, reimburse the customer for the cost to repair the components or will make replacement PowerStack Products available from PowerStack’s factory. The customer is responsible for all shipping and freight associated with returning the applicable PowerStack product to PowerStack for evaluation of warranty claims. Shipping, transportation, removal, and installation costs are not included in the replacement.

ELIGIBILITY – This Warranty extends to the Original End User only. This Warranty does not extend to any other person or transferee other than the Original End User. For additional information, see Section C: “Exclusions and Limitations” below.

B. WARRANTY ON PRODUCTS AND COMPONENT PARTS

Added to the general conditions and constraints outlined in Section A above, PowerStack warrants the following

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products and component parts. The Warranty Period listed hereunder shall be 10 years from date of shipment except as modified in this Section.

1. **POLES** – 10 years. All poles are warranted by PowerStack for the Warranty Period. Poles shall be considered to be the structural components of the product, excluding any subcomponents otherwise listed in this section. All poles manufactured by entities other than PowerStack shall be governed solely by the warranties of said manufacturers.

BANNERS, FLAGS, STREAMERS, SIGNS AND OTHER EXTRANEIOUS ITEMS ATTACHED TO POLES OTHER THAN PRODUCTS APPROVED BY POWERSTACK VOIDS ALL POLE WARRANTIES AND MAY CREATE SEVERELY HAZARDOUS CONDITIONS. PowerStack cannot accept responsibility for harm or damage caused in these situations. This Warranty does not apply to fatigue damage or failure resulting from induced vibration and/or harmonic vibration caused by the movement of air currents around the poles or by any other local condition or act of God.

2. **BATTERIES AND BATTERY PACKS** – 7 years. All batteries and battery packs are warranted by PowerStack for the Warranty Period. Batteries that fail within the Warranty Period will be replaced.
3. **CONTROLLERS** – 4 years. Controllers are warranted by PowerStack for the Warranty Period. Controllers that fail within the Warranty Period will be replaced.
4. **SOLAR PANELS** – 10 years. Solar Panels are warranted by PowerStack for the Warranty Period. This covers workmanship and a minimum performance of 90% of the Pmax at 5 years and of 80% of the Pmax at 10 years. Solar Panels that fall outside these parameters within the applicable warranty period will be replaced.
5. **POWER SUPPLIES AND DRIVERS** – No additional PowerStack warranty. Power Supplies and Drivers shall be governed solely by the warranties of their respective manufacturers (see Exclusions and Limitations in Section (C)(1) below).
6. **LED LUMINAIRES** – 5 years. LED Luminaires manufactured by PowerStack are warranted by PowerStack for the Warranty Period. All other luminaires are warranted by the manufacturer of the luminaire. Failure is defined as having 7% or more LEDs not illuminated in a light fixture. Only covered LEDs that fail within the Warranty Period will be replaced.
7. **LIGHT SPIGOTS AND MOUNTING ACCESSORIES** - 5 years. Light spigots and other mounting plates and accessories manufactured by PowerStack are warranted by PowerStack for the Warranty Period, providing they are installed and maintained in adherence with PowerStack documentation. Light spigots and mounting plates that fail within the Warranty Period will be replaced.
8. **LIGHT ARMS** - 5 years. Light arms manufactured by PowerStack are warranted by PowerStack for the Warranty Period, providing they are installed and maintained in adherence with PowerStack documentation. Light arms that fail within the Warranty Period will be replaced.
9. **FINISHES** – Finishes on all products manufactured by PowerStack are warranted against excessive cracking, peeling, chalking or fading of product finishes as follows in subsections (a) and (b) below. If during the warranty period (as set forth in this section below) the exterior coating shows signs of failure, the Original End User must notify PowerStack in writing and furnish proof of purchase within 60 days of such failure or deterioration becoming evident or should have become evident. Components will be repaired or replaced at the discretion of PowerStack.
 - a. 1 year. Finishes on PowerStack products listed in Appendix Sections A-2, A-3 and A-4 are warranted for a period of 1 year from the date of order completion.
 - b. 5 years. Finishes on PowerStack products listed in Appendix Sections A-1, and A-5, are warranted for a period of 5 years from the date of order completion.

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PowerStack will, at its sole option, reimburse the customer for the cost to repair the components or will make replacement components available from PowerStack's factory. Transportation, removal, and installation costs are not included in the replacement.

10. WINCH FRAMES AND GRIP SLEEVES – 1 year. Winch frames and grip sleeves manufactured by PowerStack are warranted by PowerStack for the Warranty Period. This covers workmanship and performance under normal application, installation, use, and service in accordance with published PowerStack installation and maintenance guidelines. Winch gears, cranks, and cables are warranted by their respective manufacturers and must be maintained per manufacturer's guidelines, inspected before each use, and replaced as recommended by the manufacturers of these products. Winch frames and grip sleeves that fail within the Warranty Period will be replaced.

C. EXCLUSIONS AND LIMITATIONS

1. PRODUCTS MANUFACTURED BY OTHERS – All products manufactured by entities other than PowerStack shall be governed solely by the warranties of said manufacturers.
2. ABNORMAL CONDITIONS – This Warranty does not cover failures due to Abnormal Conditions or other exclusions contained herein. These Abnormal Conditions include, but are not limited to: under/over voltage; under/over current; excessive switching; excessive ambient temperatures; improper or unreasonable use or maintenance; failure to follow the product instructions; modifications; infestation by vermin, rodents, fleas or ants that result from any action or inaction by or on behalf of the installer or Original End User; unauthorized repair; customized systems that may exceed the capabilities of the PowerStack winch system; normal wear and tear or otherwise due to the normal aging of the applicable product; cosmetic damage, including but not limited to scratches, dents, and broken plastic, unless failure has occurred due to a defect in manufacturing, materials or workmanship; external causes such as accidents, abuse, or other actions or events beyond PowerStack's control (collectively, "**Abnormal Conditions**").
3. PROPER HANDLING AND STORAGE – This Warranty shall be null and void for any improper handling and storage. Such cases of improper handling and storage include but are not limited to: damage during shipping, handling, unpacking, or installation; damage caused by moisture or other contaminants entrapped between protective packaging materials and coated surface, thus constituting improper storage, prior to placement in service; damage or failure caused by acts of God, falling objects, external forces, explosion, fire, misuse or abuse in application; or any other such occurrences beyond PowerStack's control. If the Buyer or Original End User plans to store poles for an extended period of time after product delivery (greater than 90 days), the Buyer or Original End User must be in touch with PowerStack for instructions on proper handling and storage. Warranty claims resulting from inappropriate storage will not be honored.
4. CAUSTIC OR CORROSIVE ENVIRONMENTS – PowerStack Products and components listed in Section B above may be damaged by highly caustic or corrosive environments. Such environments may include, but are not limited to: seashore and marine applications; chemical processing facilities; highly watered or fertilized environments; and car washes. While many of PowerStack's products can be safely applied in these locations, their useful life, including the painted surfaces, may be reduced due to the conditions found in these harsh environments. PowerStack cannot and does not warrant its products against these severe conditions.
5. MAINTENANCE – PowerStack Products must be inspected and serviced at least annually by the Buyer or Original End User according to published PowerStack guidelines for maintenance and service, including the submission of maintenance logs that demonstrate evidence of product service at prescribed intervals during the Warranty Period, as are commonly found on the PowerStack website and/or furnished with the product upon product delivery. Repair of the finish along with structural and electrical

components must be conducted on a regular basis to ensure a safe and attractive product. Failure to comply with any of the foregoing will void the warranty.

6. **WARRANTY GENERAL EXCLUSIONS** – This Warranty only applies to PowerStack products that are properly designed, installed, and maintained in accordance with published PowerStack guidelines for design, installation, and service as are commonly found on the PowerStack website. PowerStack reserves the right to amend and update the contents of these guidelines for continual improvement in product durability, safety, and customer experience. PowerStack products shall only be warranted for use in the originally intended application and only when used in compliance with all applicable local, state and national safety regulations and codes. PowerStack will not warrant products damaged due to any Abnormal Conditions, installer connections, assembly errors, and/or as otherwise set forth herein. Damage or failure caused by acts of God, falling objects, explosion, fire, misuse or abuse in application (see product spec sheets for application guidelines), or any other such occurrences beyond PowerStack's control are also not warranted.
7. **GOVERNING LAW; JURISDICTION** – The terms of this Warranty are governed by the laws of the State of Texas, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. The parties agree that any action, proceeding, controversy or claim between them arising out of or relating to this Warranty (collectively, an “**Action**”) shall be brought only in a court of competent jurisdiction in Austin, Texas. Each Party hereby submits to the personal jurisdiction and venue of such courts and waives any objection on the grounds of venue, forum *non-conveniens* or any similar grounds with respect to any Action.
8. **LIMITATIONS – POWERSTACK SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OF ANY NATURE WHATSOEVER, ARISING OUT OF OR RELATED TO THIS WARRANTY, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF WHETHER POWERSTACK HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF DAMAGES. POWERSTACK'S LIABILITY ARISING OUT OF A CLAIM UNDER THIS WARRANTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR THE APPLICABLE PRODUCT. SOME STATES, PROVINCES, COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE LIMITATIONS OF LIABILITY SET FORTH ABOVE WILL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.**

D. MISCELLANEOUS

1. **CLAIM PROCESS** – All claims for any component or the entire product shall be submitted to PowerStack at the address, email address or telephone number identified below. For claims relating to components manufactured by an entity other than PowerStack, PowerStack shall receive and facilitate the submission of the claim to the appropriate manufacturer. PowerStack shall utilize reasonable efforts to submit the claim, provide information available to the manufacturer to facilitate processing of the claim, and facilitate the action taken by the manufacturer to honor the claim. However, PowerStack shall not be responsible for any denial of the claim by the third party manufacturer, nor shall it be required to bear any out-of-pocket cost and expenses which may be necessary or incurred in connection with the submission of the claim and any action taken upon the claim of the third party manufacturer. For a warranty claim to be processed, it must include: (a) proof of purchase of your product, (b) a description of the alleged defect(s) and (c) the product serial number and original date of purchase.

Any communications in connection with the Warranties, other than communications directly with a manufacturer other than PowerStack, should be directed to the following addresses:

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Attention: Jeremy Sigmon
Address: 4955 Bell Springs Rd., Building #7, Dripping Springs, TX 78620
Phone: +1 512 222 5550
Email: info.us@powerstack.energy

2. **RIGHT TO EXAMINE** – PowerStack reserves the right to examine all products and/or any associated component to determine the cause of failure and pattern of usage. PowerStack reserves the right to be the sole judge as to whether any items and components are defective and/or covered under this Warranty.
3. **FOR BUYERS OR ORIGINAL END USERS WHO ARE COVERED BY AN APPLICABLE CONSUMER PROTECTION LAW OR REGULATION IN THEIR STATE, PROVINCE, OR COUNTRY OF PURCHASE OR RESIDENCE, THE BENEFITS TO BUYERS OR ORIGINAL END USERS UNDER THIS LIMITED WARRANTY ARE IN ADDITION TO OTHER RIGHTS AND REMEDIES OF BUYERS OR ORIGINAL END USERS UNDER SUCH LAWS OR REGULATIONS. SUCH BENEFITS MAY INCLUDE ADDITIONAL WARRANTIES OR RIGHTS RELATING TO THE PERFORMANCE OF THE PRODUCT AND REMEDIES APPLICABLE IN THE EVENT OF A DEFECT. THIS LIMITED WARRANTY WILL BE INTERPRETED UNDER THE LAWS OR REGULATIONS THAT APPLY TO BUYER OR ORIGINAL END USER IN ANY STATE, PROVINCE, OR COUNTRY, AND ANY PROVISION OF THIS LIMITED WARRANTY THAT CONFLICTS WITH ANY SUCH CUSTOMER RIGHTS OR BENEFITS IS NOT APPLICABLE TO BUYER OR ORIGINAL END USER COVERED BY SUCH LAW OR REGULATION, SO THE EXCLUSIONS AND LIMITATIONS SET OUT IN THIS LIMITED WARRANTY MAY NOT APPLY, OR MAY NOT FULLY APPLY, TO BUYER OR ORIGINAL END USER.**
4. **LIMITATIONS AND DISCLAIMERS - THE WARRANTY SET FORTH HEREIN IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH YOUR PRODUCT.** Any other warranties, remedies and conditions, whether oral, written, statutory, express or implied (including any warranties of merchantability and fitness for purpose, and warranties against latent or hidden defects) are expressly disclaimed. If such warranties cannot be disclaimed, PowerStack limits the duration of and remedies of such warranties to the duration and remedies described in this Warranty. PowerStack is not liable nor warrants the installers and their installation.

Appendix: Products Manufactured by PowerStack

PowerStack products and SKUs are herein incorporated by reference. Customers that may purchase items not listed here must contact PowerStack to confirm warranty coverage.

PowerStack product list covered by Warranty:

A.1 – PowerStack Poles (including solar and battery packs)		
APS-M10-1SP4-2LFP	APS-M50-3LP4-15LFP	APS-M60-4LP4-25LFP
APS-M30-2LP4-5LFP	APS-M60-3LP4-15LFP	APS-M80-4LP4-25LFP
APS-M30-2LP4-10LFP	APS-M60-3LP4-20LFP	APS-M80-5LP4-25LFP
APS-M50-2LP4-10LFP	APS-M60-4LP4-20LFP	
Pre-2024 Product SKUs covered under this warranty		
APS-M20-1LP4-5LFP	APS-M50-3LP4-20LFP	APS-M80-3LP4-20LFP
APS-M30-1LP4-5LFP	APS-M60-2LP4-5LFP	APS-M80-4LP4-10LFP
APS-M50-1LP4-5LFP	APS-M60-2LP4-10LFP	APS-M80-4LP4-15LFP

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APS-M50-2LP4-5LFP	APS-M60-3LP4-5LFP	APS-M80-4LP4-20LFP
APS-M50-3LP4-5LFP	APS-M60-3LP4-10LFP	APS-M80-5LP4-10LFP
APS-M50-3LP4-10LFP	APS-M60-4LP4-10LFP	APS-M80-5LP4-15LFP
APS-M50-3LP4-20LFP	APS-M60-4LP4-15LFP	APS-M80-5LP4-30LFP
APS-M50-3LP4-15LFP	APS-M80-3LP4-10LFP	

A.2 – PowerStack Light Spigots, Light Arms and Mounting Accessories

PS-WCP-SM	PS-LS-S-40	PS-LS-T-60
PS-WCP-TP	PS-LS-S-60	PS-LA-S-76
PS-ALU-EPM-STD-EC	PS-LS-T-76	PS-LA-S-60

Pre-2024 Product SKUs covered under this warranty

WCP-SM	WCP-TP	APS-EPM-STD
VN-L12-350-T2-PBL-VS-45K-MOARM	VN-L12-700-T2-PBL-VS-45K-MOARM	VN-L24-525-T2-PBL-VS-45K-MOARM
VN-L12-350-T3-PBL-VS-45K-MOARM	VN-L12-700-T3-PBL-VS-45K-MOARM	VN-L24-525-T3-PBL-VS-45K-MOARM
VN-L12-350-T5-PBL-VS-45K-MOARM	VN-L12-700-T5-PBL-VS-45K-MOARM	VN-L24-525-T5-PBL-VS-45K-MOARM
VN-L12-525-T2-PBL-VS-45K-MOARM	VN-L24-350-T2-PBL-VS-45K-MOARM	VN-L24-700-T2-PBL-VS-45K-MOARM
VN-L12-525-T3-PBL-VS-45K-MOARM	VN-L24-350-T3-PBL-VS-45K-MOARM	VN-L24-700-T3-PBL-VS-45K-MOARM
VN-L12-525-T5-PBL-VS-45K-MOARM	VN-L24-350-T5-PBL-VS-45K-MOARM	VN-L24-700-T5-PBL-VS-45K-MOARM

A.3 – PowerStack Bollard Light Heads

Pre-2024 Product SKUs covered under this warranty

VN-L5-XXX-T2-BKA-VS-45K	VN-L10-XXX-T4-BKA-VS-45K	
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A.4 – PowerStack Control Boxes

ELE-CTR-BOX-L	ELE-CTR-BOX-UPDF	
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Pre 2024 Product SKUs covered under this warranty

PTR-ELE-CTR-BOX-L	PRT-ELE-CTR-BOX-S	PRT-ELE-CTR-BOX-X
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A.5 – PowerStack Winch Systems

WCH-M1500-PWR-01		
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Pre 2024 Product SKUs covered under this warranty

WCH-M1500-01-01		
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