

Contract No: _____



ESCA

Energy Storage Contract Alliance

BATTERY ENERGY STORAGE SYSTEM (BESS) SUPPLY & PURCHASE AGREEMENT

Model BESS Supply & Purchase Agreement — Version 1.0

Maintained by the Energy Storage Contract Alliance (ESCA), administered by Sinovoltaics Group Limited as permanent Secretariat.

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2. Agreement Parties

This Battery Energy Storage System (BESS) Supply and Purchase Agreement (hereinafter referred to as the "Agreement") is hereby made and entered into as of this ____th day of _____, 2026 (the "Effective Date") by and between:

_____, a company governed under the laws of _____, having its registered office located at _____ (hereinafter also referred to as the "**Seller**"),

And

_____, a company governed under the laws of _____, having its registered office located at _____ (hereinafter also referred to as the "**Buyer**"),

hereinafter referred to together as the "Parties" and individually as the "Party".

WHEREAS:

Seller is a manufacturer and supplier of Battery Energy Storage System (BESS) manufactured at its factory located in _____ [Location / Address / Country]_____. The Seller has a long and proven existence and experience in the area of designing, manufacturing, testing, marketing, distributing and selling Battery Energy Storage System (BESS) for integration into power generation plants.

Buyer is interested in purchasing Battery Energy Storage System (BESS) from the Seller, and the Seller desires and has the necessary capability and experience to supply the Battery Energy Storage System (BESS) pursuant to the terms and conditions set forth in this Agreement. Subject to approval, *by the third party inspection company (Sinovoltaics Group Limited) designated by the Buyer*, of all Battery Energy Storage System (BESS) ("BESS") purchased by Buyer from Seller under this Agreement, Buyer desires to purchase BESS from Seller.

Thus, the Parties wish to determine the terms and conditions under which (i) Seller will manufacture and supply BESS to Buyer, (ii) a third party inspection company, designated by Buyer, will inspect the BESS prior to Buyer confirming definitively the actual purchase of BESS, and (iii) Buyer will purchase and pay for such BESS supplied by Seller.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES, MUTUAL PROMISES AND COVENANTS EXCHANGED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HAVE AGREED AS FOLLOWS:

3. Purpose & Scope of the Agreement

This Agreement sets forth the terms and conditions under which (i) Seller shall manufacture and supply BESS to Buyer, (ii) a third-party inspection company, designated by Buyer, shall inspect the BESS prior to Buyer

confirming the final acceptance and purchase of BESS, and (iii) Buyer shall purchase and pay for such BESS supplied by Seller.

4. BESS 'Contract Price & Specification

In accordance with the terms, conditions and specifications as provided under the Agreement, Seller hereby agrees to sell, and the Buyer agrees to buy the following BESS:

ITEMS	DESCRIPTION OF BESS	QUANTITY (Pcs)	QUANTITY (MW & MWh)	UNIT PRICE (EURO/MWh)	TOTAL PRICE (IN EUROS)
1	Output power: _____ Made in _____				[In numbers & in letters]
TOTAL					[In numbers & in letters] ("Contract Price")

4.1. Materials To Be Used in Manufacturing BESS.

The BESS which shall be produced and supplied by Seller to Buyer under this Agreement shall be manufactured strictly based on Seller's certified constructional data form ("CDF") and bill of materials ("BOMs"), on an automated line and in compliance with the standards and specifications as indicated under **APPENDIX F (FACTORY ACCEPTANCE TESTING (INSPECTION))** which shall constitute an integral part of this Agreement. If Seller's used materials do not match the materials listed in the CDF (which means that components listed in CDF are not in the used BOM), Buyer may (i) reject the BESS in accordance with Section 4 of this Agreement, or (ii) require from Seller to replace the produced and delivered batch of BESS with a new compliant batch of BESS (with all necessary corrections which shall be made on the new replacement batch of BESS).

4.2. Changes To the BESS Which Affect Return On Investment (ROI)

Unless otherwise provided for in this Agreement, no changes shall be made by the Seller in the model and specifications of the BESS to be purchased by Buyer hereunder without Buyer's prior written approval. The supplied/shipped/delivered BESS shall match the specifications as per **APPENDIX A (Purchase Order), APPENDIX B (BESS Technical Specifications), APPENDIX C (Battery Rack Technical Specifications), APPENDIX D (Battery Pack Technical Specifications), APPENDIX E (Battery Cell Technical Specifications)**. However, all costs and expenses incurred in order to modify the BESS (as agreed upon by the Parties) in a way which impacts on Buyer's return on investment shall be solely and exclusively borne by Seller.

4.3. Traceability Requirements.

The Seller should provide traceable data to certify the origin of the battery cell and other components of the BESS. Each BESS being manufactured should be traceable through supportive documentation, in corresponding quantities.

Component	Authorized regions	Traceable evidence
Battery Pack	Selected Chinese regions or	Purchase Order, Purchase

	out-of-China	Contract, Batch Numbers, Customs declaration,...
Battery Housing	Selected Chinese regions or out-of-China	Purchase Order, Purchase Contract, Batch Numbers, Customs declaration,...
Battery Management System	Selected Chinese regions or out-of-China	Purchase Order, Purchase Contract, Batch Numbers, Customs declaration,...
Battery Cell	Selected Chinese regions or out-of-China	Purchase Order, Purchase Contract, Batch Numbers, Customs declaration,...
Battery Cell Case	Selected Chinese regions or out-of-China	Purchase Order, Purchase Contract, Batch Numbers, Customs declaration,...
Cathode Active Material	Selected Chinese regions or out-of-China	Purchase Order, Purchase Contract, Batch Numbers, Customs declaration,...
Cathode Raw Material	Selected Chinese regions or out-of-China	Purchase Order, Purchase Contract, Batch Numbers, Customs declaration,...
Anode Active Material	Selected Chinese regions or out-of-China	Purchase Order, Purchase Contract, Batch Numbers, Customs declaration,...
Anode Raw Material	Selected Chinese regions or out-of-China	Purchase Order, Purchase Contract, Batch Numbers, Customs declaration,...
Battery Cell Electrolyte	Selected Chinese regions or out-of-China	Purchase Order, Purchase Contract, Batch Numbers, Customs declaration,...
Battery Cell Separator	Selected Chinese regions or out-of-China	Purchase Order, Purchase Contract, Batch Numbers, Customs declaration,...
Battery Cell Current Collector	Selected Chinese regions or out-of-China	Purchase Order, Purchase Contract, Batch Numbers, Customs declaration,...

Selected Chinese regions are the following: Anhui, Guangdong, Fujian, Hubei, Hunan, Jiangsu, Ningxia, Qinghai, Shaanxi, Shanghai, Sichuan, Yunnan, Zhejiang

If the traceability evidence is not provided within 14 days of the beginning of the manufacturing batch, the traceability review will be considered as fail, and the whole batch rejected.

4.4. Intellectual Property Rights and Indemnification

1. **Rights to Use:** The Seller represents and warrants that it holds all necessary rights, licenses, and authorizations to manufacture, distribute, and sell the goods provided under this Agreement. The Seller further warrants that the goods do not infringe upon or violate any patents, trademarks, copyrights, trade secrets, or other intellectual property rights of any third party.
2. **Indemnification:** The Seller shall indemnify, defend, and hold harmless the Buyer, its affiliates, officers, directors, employees, agents, and customers from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney's fees) arising out of or related to any claim that the goods provided by the Seller infringe upon or misappropriate any patent, trademark, copyright, trade secret, or other intellectual property right of a third party.
3. **Remedial Actions:** In the event that any goods are found to infringe upon third-party rights, the Seller shall, at its own expense and at the Buyer's discretion, either:
 - (a) procure for the Buyer the right to continue using the goods;
 - (b) modify the goods to be non-infringing without diminishing their functionality; or
 - (c) replace the goods with a non-infringing alternative of equivalent functionality.
4. **Costs and Damages:** The Seller shall be solely responsible for any settlement amounts, damages, or costs (including legal fees) arising from claims of infringement. The Buyer shall notify the Seller promptly of any such claims and cooperate in the defense, provided that the Seller assumes full control of the defense and settlement process, subject to the Buyer's reasonable approval.
5. **Exclusions:** This indemnification obligation shall not apply to claims arising solely from modifications made by the Buyer without Seller's authorization or from the Buyer's combination of the goods with other products not provided by the Seller, where such combination is the sole cause of infringement.

4.5 Cybersecurity

1. Disclosure of Communication Modules:

The Seller shall disclose in writing, prior to delivery, the presence of any embedded communication hardware or software capabilities within the Product, including but not limited to:

- (a) Wireless modules (e.g., 4G/5G/LTE, Wi-Fi, Bluetooth),
- (b) Satellite, NFC, or RF modules,
- (c) Any internet or IP-based communication interfaces, and
- (d) Remote update functionalities.

2. Prohibition of Undocumented Communication Components

The Seller warrants that the Product does not contain any unauthorized or undocumented communication components or mechanisms capable of transmitting or receiving data from third parties not expressly identified and approved by the Buyer.

3. Firmware and Software Integrity

The Seller shall ensure that all firmware and software installed on the Product:

- (a) Is secure and free from malicious code,
- (b) Can be verified via cryptographic hash or checksum, (at least SHA-256 or SHA-3, BLAKE 3 or similar)
- (c) Allows for independent audit and/or validation by the Buyer or its designated agent.

4. Supply Chain Transparency

The Seller agrees to provide, upon request, a detailed supply chain provenance of all components used in the Product, including the origin of integrated circuits, communication modules, and firmware development.

The Seller shall ensure that its suppliers and subcontractors comply with equivalent cybersecurity requirements. The Seller shall remain fully liable for any cybersecurity risks arising from its supply chain.

5. Right to Audit

The Buyer reserves the right to perform or commission an independent forensic audit of the Product's hardware and software. Seller shall fully cooperate and provide necessary access and documentation for such audits.

6. Remedies for Breach

In the event that undisclosed communication capabilities or components are discovered:

- (a) The Buyer may terminate the contract with immediate effect,
- (b) The Seller shall bear all costs related to the removal and replacement of the affected Products, and
- (c) The Seller shall be liable for any resulting damages, including but not limited to regulatory fines, downtime, and reputational harm.

7. Indemnity

The Seller agrees to indemnify and hold harmless the Buyer from any claims, losses, or liabilities arising from a breach of this clause.

8. Cybersecurity Regulatory Compliance

The Seller shall ensure that the Product, including all hardware, firmware, and software components, complies with all applicable cybersecurity laws, regulations, and standards, including but not limited to:

- (a) Directive (EU) 2022/2555 (NIS2 Directive), where applicable;
- (b) IEC 62443 (Industrial Cybersecurity), where applicable;
- (c) Any other applicable national or international cybersecurity regulations.

The Seller shall implement appropriate technical and organizational measures to ensure a level of cybersecurity appropriate to the risk, including but not limited to:

- (i) risk management and vulnerability management processes;
- (ii) incident detection and response capabilities;
- (iii) secure development and lifecycle management practices;
- (iv) supply chain cybersecurity controls.

Failure to comply with applicable cybersecurity regulations shall constitute a material breach of this Agreement.

9. Vulnerability Management and Security Updates

The Seller shall:

- (a) continuously monitor for cybersecurity vulnerabilities affecting the Product;
- (b) notify the Buyer within seventy-two (72) hours of any identified critical or high-risk vulnerability;
- (c) provide timely security patches, firmware updates, or mitigation measures;
- (d) ensure that updates can be deployed without compromising system availability or safety.

Failure to address critical vulnerabilities within a reasonable timeframe shall constitute a material breach of the Agreement.

10. Cybersecurity Incident Notification

The Seller shall notify the Buyer without undue delay, and in any event within twenty-four (24) hours, upon becoming aware of any cybersecurity incident affecting the Product or similar systems that may impact the Buyer.

Such notification shall include:

- (a) description of the incident;
- (b) affected components or systems;
- (c) potential impact;
- (d) mitigation measures implemented or proposed.

The Seller shall fully cooperate with the Buyer in investigating and mitigating such incidents.

5. Pre-Shipping Inspection, Packaging, Shipping, Delivery, Acceptance, Post-Delivery Inspection, Right to Reject & Installation

5.1. Pre-shipping seller's factory inspection by buyer's appointed independent third-party inspection company

Seller shall notify the Buyer and/or Buyer's appointed third-party inspection company at least ten (10) calendar days prior to the start of production of each batch of BESS.

The Buyer and/or its appointed inspection company (**Sinovoltaics Group Limited**) shall have full and immediate access to Seller's factory and warehouse (including primary materials) including inbound, storage and outbound documentations as well as standard operating procedures and climate control records. For the workshops and production lines, all standard operating procedures (SOPs) for production equipment shall be made available to Buyer and/or its agents (including Buyer's third-party inspector namely **Sinovoltaics Group Limited**) during any pre-shipping on-site inspection or factory audit. Moreover, documentations shall be made available to Buyer and/or its agents (including Buyer's third-party inspector namely **Sinovoltaics Group Limited**) for inspection and quality control during the production of the BESS.

In line with **APPENDIX F (FACTORY ACCEPTANCE TESTING (INSPECTION))**, **APPENDIX H (BESS QUALITY STANDARDS)** and **APPENDIX O (BATTERY CELL LABORATORY TESTING)** the Buyer and Sinovoltaics Group Limited may inspect all manufacturing facilities, factory locations, processes, materials, production data and quality management systems used to manufacture and ship the BESS under this Agreement (provided that any such inspection shall not materially interfere with the manufacturing process or cause any material delay to the supply of BESS).

Seller shall arrange such inspection, upon request of Buyer or Sinovoltaics Group Limited, at any location where manufacturing and/or shipping procedures are being or were performed and at any location where BESS or components of are being or were built or at any location where BESS are being stored.

Copies of all test certificates, performance curves, calibration documents and data sheets (including excel sheets raw data for each battery pack and rack) requested by Buyer or Sinovoltaics Group Limited during production stage and until shipment (in order for Buyer or Sinovoltaics Group Limited to be able to fully and thoroughly identify and inspect BESS), shall be provided by Seller to Buyer or Sinovoltaics Group Limited in electronic format.

The Buyer may require from Seller to replace all BESS which fail to meet quality levels and standards as outlined under the **APPENDIX F (BESS QUALITY STANDARDS)**. This includes all BESS which (i) do not meet the agreed FAT checklist and all BESS, and (ii) were rejected based on BESSecure Quality Control by the Third Party Inspection company ((*Sinovoltaics Group Limited*)).

5.2. Shipment preparation and container loading

5.2.1 The Seller shall ship the BESS to Buyer in containers in accordance with industry best practices provided that:

- (a) containers must not be stacked
- (b) the packaging shall consider transportation by ship, train and road within **[Country(ies)/Location/Continent]**, from Seller's factory to the Named Place of Destination.

5.2.2 Seller shall be solely responsible for the proper shipment preparation of the BESS. Thus, the BESS shall be prepared by Seller in containers suitable for land, sea and air freight, well protected against dampness, moisture and shocks. The Seller shall be liable for any damage of the commodity, expenses incurred on account of improper shipment preparation, unless such expense or damage caused due to fault of the forwarder or carrier, or the facts that are beyond control of, or not imputable to Seller.

5.3. Shipping: trade terms & compliance obligations

- Incoterm 2020: **DDP (Delivered Duty Paid) OR CIF (Cost, Insurance and Freight)**
- Named Place of Destination: **[] ("Named Place of Destination")**.

In accordance with DDP terms, Seller shall be responsible for delivering the BESS to the **Named Place of Destination** in the country of the Buyer, and shall pay for all costs in bringing the BESS to such **Named Place of Destination** including import duties and taxes. Indeed, Seller shall be responsible for clearing the BESS through customs in the Buyer's country, including both paying the duties and taxes, and obtaining the necessary authorizations and registrations from the authorities in Buyer's country. Seller shall not be responsible for unloading the BESS at the **Named Place of Destination**. Seller hereby understands and agrees that the BESS shall conform with all applicable international and local **<Country>** regulations.

5.4. Delivery

Seller shall deliver the BESS within ... calendar days following or in accordance with Delivery Schedule as defined under **APPENDIX I (Delivery Schedule)**. Seller shall be entitled not to ship out the BESS until Seller received from the buyer the evidence of transfer of the advance payment of an amount of **<Down Payment___ % >** of Contract Price as provided under section 4 of the Agreement.

5.5. Late delivery & liquidated damages

If the Seller fails to deliver the BESS during any of the agreed upon Scheduled Delivery Periods at the **Named Place of Destination** and such delay is not caused by Buyer, the Seller will incur daily liquidated damages for late shipment of zero-point-two percent (0.2%) of the total price of the late shipment (the “**Delay Liquidated Damages**”); provided that Seller shall have a grace period of fifteen (15) days after expiration of any Scheduled Delivery Period (the “**Grace Period**”) and shall not carry any Delay Liquidated Damages. For clarification, the BESS shall be delivered in several installments and each installment shall have an associated delivery period included in the Purchase Order attached hereto as **APPENDIX A (Purchase Order)**.

For avoidance of doubt, in case of delay beyond the fifteenth (15th) day following the expiration of any Scheduled Delivery Period, the Delay Liquidated Damages shall commence from the sixteenth (16th) day following the expiration of any Scheduled Delivery Period. For the avoidance of doubt, Seller shall not be liable for any delay caused by the Buyer. If Seller fails to complete delivery to Buyer within thirty (30) calendar days after the expiration of any Scheduled Delivery Period, Buyer may then terminate this Agreement **without incurring any penalty or liability for such termination.**

6. Site Commissioning (Site Acceptance Testing), Monitoring, Calibration and Maintenance Processes

6.1. Post-Delivery Inspection and Acceptance

Whenever BESS arrive and are delivered by Seller to Buyer at the **Named Place of Destination**, the Buyer will inspect the BESS in accordance with the agreed upon technical specifications **APPENDIX A (Purchase Order)**. and agreed upon **APPENDIX J (Site Acceptance Testing)**. Buyer shall notify/inform the Seller of any damages or non-conforming BESS and provide proof of such with relevant pictures and details within thirty (30) calendar days of the date of delivery of the BESS at the **Named Place of Destination** (the “**Rejection Period(s)**”).

If, upon completion of the inspection of the BESS, Buyer identifies that some or all of the BESS are defective, Buyer shall inform, by e-mail, Seller of such defect(s) within 60 calendar days of completion of such inspection. All claims for defective BESS, filed by Buyer within this 60-calendar day period shall be subject to the warranty terms and conditions as set forth under **APPENDIX G (BESS' Warranty)**. Upon Seller's request, Buyer shall submit testing/inspection data, photographs and/or any other documentation in connection with any BESS' defect claims

The Buyer shall justify and support any rejection of the BESS with detailed written explanation and pictures

of the non-conforming BESS (if the defect is visible). The Seller will examine the evidence provided by the Buyer and may pay visits to inspect the BESS in question. Seller shall carry out an investigation on the Buyer's claim and respond whether Seller accepts or rejects the claim within one month after receiving the claim notice.

If Buyer gives written notice and proof of a non-conformity to the Seller within any Rejection Period, then, without limiting Buyer's rights under this Agreement, Seller shall confirm if the non-conformity is the cause or fault of Seller in no later than five (5) calendar days and if it is, the Seller shall, at its sole expense, repair or replace the BESS or defective components in the BESS to the Buyer's reasonable satisfaction within thirty (30) calendar days.

If the Buyer fails to notify the Seller about the damages to the BESS and/or non-conformity of the BESS in question within the Rejection Period, the BESS will be deemed as accepted by the Buyer. Notwithstanding the foregoing, Buyer is nonetheless entitled to submit a warranty claim for non-conforming BESS after the Rejection Period.

6.2. Installation.

The Seller shall enclose assembly and installation instructions in English with the BESS to be shipped and delivered under this Agreement. Seller should provide an accredited technical team for each project delivered to Buyer, in order to ensure training of the local team, and fast completion of Site Commissioning.

6.3. BESSecure Service (Quality Assurance & Diagnostics)

The Parties acknowledge that *Sinovoltaics Group Limited* (or its affiliates) will perform the BESSecure service, integrating FAT/SAT inspection with advanced battery analytics as defined in **APPENDIX M (BESSecure Quality Control Process)**.

6.4. Monitoring.

Seller shall ensure that all BESS units delivered under this Agreement are equipped and configured to provide continuous, real-time access to all parameters listed in **APPENDIX L (Data Monitoring)** for 100% of containers, racks, and packs.

All monitoring data shall be traceable to unique identifiers at container, rack, pack, and where applicable cell level.

6.5. Calibration And Maintenance

The Seller lists the required tests to be performed on a periodic basis in order to ensure the correct performances of the BESS in **APPENDIX N (BESS CALIBRATION AND MAINTENANCE PROTOCOLS)**

6.6. After Site Commissioning Support

In the event of any alarm raised by the BESS, or technical issues experience on site, the Seller is obliged to provide technical support to help the Buyer local team to solve the issue. The following process will be followed:

1. Buyer contacts Seller through the following email: **support@XXX.com** (Detection Time). Buyer should provide the following information when contacting the Seller:

- a. Description of issue
 - b. Alarms raised by the BESS or other components
 - c. Key monitoring data that as listed in **APPENDIX L (Data Monitoring)**.
2. Within 24 hours, the Seller should acknowledge the issue and provide first feedback.
3. If the first feedback does not solve the issue, Seller should solve the issue within 7 days of the Detection Time the issue.
4. If within 7 days the issue is not solved, the Seller must send an on-site support team to the site.
Note: for issues blocking charge/discharge operations from the BESS, on-site support needs to be sent within 72 hours.

For issues accountable to BESS design or quality, the expenses will be covered by the Seller.

In case of safety-critical events (including but not limited to thermal runaway, fire, or critical system failure), the Seller shall provide immediate remote support and mobilize on-site support within forty-eight (48) hours.

Spare Parts Availability

Seller shall ensure the availability of critical spare parts necessary for the operation and maintenance of the BESS for a minimum period of fifteen (15) years from the date of commissioning.

The Seller shall provide and maintain an up-to-date spare parts list as set out in **APPENDIX P (Spare Parts List)**, including recommended quantities, maximum lead times, and pricing for all critical components.

The Seller shall ensure that such spare parts can be delivered within the lead times specified in **APPENDIX P (Spare Parts List)**.

Failure to supply critical spare parts within the agreed lead times shall constitute a material breach of this Agreement.

6.7. Useable Capacity of the BESS

The Useable Capacity of the BESS shall be as specified in **APPENDIX A (Purchase Order)** and shall be expressed in MWh.

The Useable Capacity represents the amount of energy that can be extracted from the battery under standard operating conditions without causing excessive wear or damage to the system, taking into account depth-of-discharge (DoD) limits, efficiency losses, and any manufacturer-specified limitations necessary to ensure optimal lifespan and safety. Such standard operating conditions are detailed in **APPENDIX B (BESS Technical Specifications)**

The Useable Capacity shall also be reflected in the performance warranty provided by the Supplier. In the event of any discrepancy between the Useable Capacity specified in **APPENDIX A (Purchase Order)**, the performance warranty, or any other contractual document, the higher value shall prevail.

For the avoidance of doubt, the Supplier shall not be entitled to rely on any lower value of Useable Capacity specified in any document to limit its obligations or liability under this Agreement.

6.8. Payment Terms & BESS' Ownership Transfer

Further Detailed Under **APPENDIX K (Payment Schedule)**

Contract Price's Payment Options

6.8.1 Letter of Credit (Option 1). Buyer may pay Contract Price to Seller by providing an original irrevocable Letter of Credit to Seller within calendar days following the execution of this Agreement by both Parties. Such Letter of Credit shall be issued by a first-class bank and shall be acceptable/satisfactory to and confirmed by Seller.

OR

6.8.2 Payment by Wire Transfer (Option 2). Buyer may also pay Contract Price to Seller by as follows:

- 10% of the Contract Price (as shown in **APPENDIX A (Purchase Order)** of this Agreement) to be paid by Buyer to Seller as advance payment to the Seller's bank account (as indicated below) **upon successful pre-shipment inspection (as declared by Buyer's third-party inspector namely Sinovoltaics Group Limited)**; and
- The remaining 90% balance payment to be paid to the Seller's bank account within 30 calendar days the last scheduled and actually completed delivery of BESS under this Agreement.

Seller's Bank Account Information:

BENEFICIARY:

BANK NAME:

Branch:

ACCOUNT NUMBER:

IBAN:

SWIFT:

Ownership of the BESS shall be transferred to the Buyer upon successful completion of Site Acceptance Testing (SAT) in accordance with **APPENDIX J (Site Acceptance Testing)**. Risk of loss or damage to the BESS shall transfer in accordance with the applicable Incoterm defined in **APPENDIX A (Purchase Order)**. Payment obligations shall remain independent of ownership and risk transfer.

7. Warranty.

7.1 Warranties.

Seller hereby represents and warrants to Buyer that the use, marketing, distribution, or sale of the BESS purchased under this Agreement do not, as of the Effective Date, infringe any third-party patent, trade secret, copyright, trademark or other intellectual property rights worldwide.

For the purposes of this Agreement, a material breach includes any failure that significantly affects the performance, safety, or availability of the BESS.

The Seller warrants that the BESS is designed, manufactured, and delivered in accordance with applicable safety standards and shall not present undue risk of fire, thermal runaway, or hazardous failure under normal operating conditions.

The warranty shall apply equally to all hardware and software components of the BESS, including BMS, EMS, and control systems, and shall cover defects, malfunctions, and performance deviations arising from such components.

The warranties set forth in **APPENDIX G (BESS' Warranty)** shall apply in addition to, and not in limitation of, any other rights and remedies available to the Buyer under this Agreement or applicable law.

Nothing in this Agreement shall limit the Buyer's right to claim damages, enforce performance warranties, or exercise any other contractual remedies in the event of non-performance of the BESS.

For the avoidance of doubt, performance warranties, liquidated damages, rejection rights, and indemnification provisions shall remain fully enforceable notwithstanding any warranty provisions.

Any exclusions from warranty coverage shall be expressly defined in **APPENDIX G (BESS' Warranty)** and shall be interpreted restrictively. The Seller shall bear the burden of proof that any exclusion applies.

7.2 Performance Warranty.

Seller guarantees that the BESS supplied under this Agreement shall meet the following minimum performance parameters:

- Guaranteed usable energy capacity at commissioning (MWh)
- Minimum round-trip efficiency (%)
- Maximum annual degradation rate (%)
- Guaranteed cycle life (number of cycles)

The guaranteed cycle life shall be consistent with the maximum degradation rate, and both parameters shall be jointly satisfied throughout the warranty period.

All performance warranties (including capacity, efficiency, and degradation) shall be measured under standard operating conditions as defined in **APPENDIX B (BESS Technical Specifications)**, including but not limited to temperature range, C-rate, State of Charge (SOC) window, and test procedures.

If the BESS fails to meet the guaranteed performance levels, Seller shall, at its sole cost and at Buyer's discretion:

- (a) repair or replace the defective components,
- (b) provide capacity augmentation sufficient to restore the BESS to the guaranteed performance levels without adversely affecting safety, operation, or remaining useful life; or
- (c) pay liquidated damages corresponding to the performance shortfall.

Performance warranties shall remain valid throughout the warranty period and shall be assessed in accordance with the measurement periods defined in **APPENDIX G (BESS' Warranty)**.

Performance of the BESS shall be assessed at commissioning and on an annual basis thereafter during the warranty period.

Degradation shall be calculated based on periodic capacity tests conducted in accordance with agreed test procedures, using the initial measured capacity at commissioning as the reference baseline.

In the event that the BESS fails to meet any of the guaranteed performance parameters, the Seller shall, within thirty (30) days of notification:

- (a) implement corrective actions; and
- (b) restore performance to the guaranteed levels.

The Seller shall respond to any performance or availability issue within forty-eight (48) hours of notification and shall implement corrective actions within the cure period defined in this Clause.

If the Seller fails to restore performance within such period, the Buyer shall be entitled to:

- (i) require capacity augmentation at the Seller's cost; and/or
- (ii) claim liquidated damages.

Liquidated damages shall be calculated based on the performance shortfall and the impact on the Buyer's expected revenue, using the methodology defined in **APPENDIX G (BESS' Warranty)**.

The total amount of liquidated damages shall not relieve the Seller from its obligation to restore performance. Liquidated damages for performance shortfall shall be calculated per MWh of missing usable capacity and/or per percentage deviation from guaranteed efficiency or degradation levels, as defined in **APPENDIX G (BESS' Warranty)**.

Performance warranties shall apply at system level; however, failures affecting individual containers, racks, or battery packs shall be addressed by the Seller where such failures materially impact overall system performance or indicate systemic defects.

At the end of the warranty period, the BESS shall retain a minimum usable capacity of **80%** of its initial capacity.

If the BESS fails to meet performance or availability guarantees in a material and persistent manner, the Buyer shall have the right to:

- (a) require replacement of affected components or systems;
- (b) require full system replacement where defects are systemic; or
- (c) terminate the Agreement and claim damages.

7.3 Availability.

Availability shall be measured at system level, including battery system, PCS, BMS, EMS, and all auxiliary systems required for full operation, regardless of whether such components are supplied directly by the Seller or integrated by the Seller as part of the BESS.

Availability means the percentage of time during which the BESS is capable of performing its intended charge and discharge functions at or above the minimum contracted performance levels, under normal operating conditions.

Availability (%) = (Sum of (Actual Available Performance × Time)) ÷ (Sum of (Contracted Performance × Time)) × 100.

Where:

- “Time” is a reasonable measurement interval, e.g 15 minutes or 1 hour. Availability is calculated over a period of 1 year.
- “Actual Available Performance” is the maximum power output the BESS is capable of delivering to the point of connection at given Time
- “Contracted Performance” is the required power output that BESS is obligated to deliver to the point of connection at given Time
- Periods during which the BESS is unavailable due to defects, failures, or performance issues attributable to the Supplier shall be counted as unavailable time.

The following events may be excluded from availability calculation, provided they are properly documented:

- (a) Planned maintenance agreed in advance;
- (b) Grid unavailability or curtailment not caused by the BESS, provided that the BESS is demonstrably capable of delivering its contracted performance during such periods;
- (c) Force majeure events;

All other downtime shall be deemed Supplier-responsible unless proven otherwise.

The Seller guarantees a minimum annual availability of 98%, measured over each rolling 12-month period during the warranty term.

If the BESS availability falls below the guaranteed level, the Seller shall:

- (a) promptly investigate and remedy the cause; and
- (b) compensate the Buyer through liquidated damages.

Liquidated damages for availability shortfall shall be calculated for each percentage point below the guaranteed availability, as defined in **APPENDIX G (BESS' Warranty)**.

Liquidated damages under this Clause shall not constitute double recovery for the same performance shortfall.

Repeated failure to meet availability guarantees for two (2) consecutive measurement periods shall constitute a material breach of this Agreement.

All performance and availability measurements shall be based on data collected in accordance with **APPENDIX L (Data Monitoring)** and validated by the Buyer or its appointed third-party.

The Seller shall ensure continuous availability, completeness, and accuracy of such data.

In the event that required data is unavailable, incomplete, or unreliable due to the Seller, the following shall apply:

- (a) the BESS shall be deemed not to meet the applicable performance and/or availability guarantees for the relevant period, unless the Seller demonstrates otherwise to the reasonable satisfaction of the Buyer; and
- (b) the Buyer shall be entitled to claim liquidated damages corresponding to the assumed performance or availability shortfall for such period.

The burden of proof shall lie with the Seller to demonstrate that any data unavailability or inaccuracy is not attributable to the Seller.

Persistent failure to provide complete and reliable data for two (2) consecutive measurement periods shall constitute a material breach of this Agreement.

7.4 Serial Defects.

7.4.1. Definition

A "Serial Defect" shall mean a defect or failure having the same or similar root cause affecting:

- (a) at least five percent (5%) of units of the same type; or
- (b) at least three (3) units where fewer than 10 units are contained within an order,

within any continuous twelve (12) month period during the Warranty Period.

For the purpose of this clause, "unit" shall include, as applicable, battery cells, battery packs, battery racks, containers, inverters (PCS), or any critical subsystem of the BESS.

7.4.2. Notification

The Seller shall notify the Buyer within five (5) days of becoming aware of any Serial Defect or potential Serial Defect, including:

- (a) description of the defect;

- (b) suspected root cause;
- (c) affected components, batches, or production periods;
- (d) initial risk assessment.

7.4.3. Consequences of Serial Defect

Upon identification of a Serial Defect, the Buyer shall have the right, at its sole discretion, to:

- (a) require inspection, testing, and analysis of all potentially affected units, whether or not such units have already failed;
- (b) suspend shipment, installation, or operation of affected units;
- (c) require the Seller to repair, replace, or retrofit all affected and at-risk units;
- (d) require implementation of corrective design or manufacturing changes.

7.4.4. Scope Extension

For the avoidance of doubt, once a Serial Defect is identified, all units sharing the same design, components, manufacturing process, or production batch shall be presumed affected unless the Seller demonstrates otherwise to the reasonable satisfaction of the Buyer.

7.4.5. Root Cause Analysis and Corrective Action

The Seller shall, at its own cost:

- (a) perform a detailed root cause analysis;
- (b) provide a corrective action plan;
- (c) implement permanent corrective measures;
- (d) provide regular progress updates to the Buyer.

7.4.6. Costs and Liability

The Seller shall bear all costs associated with Serial Defects, including but not limited to:

- (a) investigation and testing;
- (b) removal, replacement, and reinstallation of affected components;
- (c) logistics and handling;
- (d) downtime, losses, and any resulting damages.

7.4.7. Failure to Act

If the Seller fails to take timely corrective action, the Buyer may, at its discretion:

- (a) perform or procure the necessary corrective measures; and
- (b) recover all associated costs from the Seller or set off such costs against any amounts due.

7.4.8. No Limitation

The rights set out in this clause are in addition to, and shall not limit, any other rights or remedies available to the Buyer under this Agreement.

8. Duration & Termination

8.1 Duration.

This Agreement shall remain in force until all obligations of the Parties, including delivery, payment, warranty, performance warranties, and maintenance obligations, have been fully performed or have expired in accordance with this Agreement.

8.2 Termination.

8.2.1 Termination by Buyer. Buyer may terminate this Agreement immediately, by providing Seller with written notice in the event:

* of a change in law which (i) reduces the applicable tariff for the BESS by more than 10%, (ii) substantially limits BESS' operating hours, (iii) creates new taxes which have a substantial impact on Buyer's revenues or on Buyer in general, or (iv) substantially reduces the revenues that would be obtained by Buyer with the operation of BESS;

* that any applicable solar power purchase agreement is terminated for any reason;

* that the performance of this Agreement has been prevented by any Force Majeure event as detailed under Section 7 for more than one hundred and twenty (120) calendar days;

* that Seller modifies the terms and conditions of supply of the BESS in which case Buyer may request a full refund of any upfront deposit amounts paid to Seller upon execution of the present Agreement.

8.2.2 If Buyer fails to pay to Seller any payment as required hereunder and such failure continues for 15 calendar days, Seller may terminate this Agreement without notice and compensation. In case either Party hereto becomes insolvent, or petitions for bankruptcy, or undergoes corporate reorganization, or files any application of similar nature, or comes into the process of liquidation, the other Party shall be entitled to terminate the Agreement without notification.

9. Force Majeure.

The Seller shall not be responsible for the delay in shipment or non-delivery of the BESS due to Force Majeure, which might occur during the process of manufacturing or in the course of loading. The Seller shall advise by mail the Buyer immediately of the occurrence mentioned above, and within a reasonable time thereafter. If there is a document of force majeure situation issued by the competent government authorities where the accident occurs as evidence thereof, the Seller shall send it to the Buyer. Under such circumstances, the Seller, however, is still under the obligation to take all necessary measures to hasten the delivery of the BESS. In case the force majeure (such as earthquake, flood, hurricane etc., social explosions, massive rioting, emergency state, strike, lockdown etc., pandemic, prohibitions brought by legislation, major economic crises and emergency cases) lasts for more

than two months, the Buyer shall have the right to terminate the Agreement in accordance with section 6.2 of the Agreement.

10. Intellectual Property Rights.

Any and all intellectual property rights and know-how, whether developed by the Seller before or during performance of the Agreement, shall remain with the Seller. All technical information disclosed by the Seller shall be restricted to the use for purposes of operation and maintenance within the Buyer's own organization responsible for this operation and under no circumstances shall be released to any other units or third party.

11. Confidentiality.

Each Party undertakes that it and its staff members (including employees) shall keep confidential and protect from disclosure all confidential information obtained from the other Party in connection with the Agreement or any Purchase Order unless otherwise expressly authorized by the other Party in written. Each Party shall use such confidential information only for the fulfilment of its obligations under the Agreement. This present section shall survive the termination of the Agreement. No public announcement or press release concerning this Agreement shall be made by Seller or Buyer without the prior written consent of the other Party.

12. No OEM.

The Supplier agrees and acknowledges that they shall not utilize the services or resources of any third-party OEM (Original Equipment Manufacturer) or subcontractors in the fulfillment of their obligations under this Contract unless explicitly authorized in writing by the Buyer.

In the event that the Seller proposes to utilize any third-party OEM or subcontractor, the Buyer shall have the right, at its sole discretion, to conduct or appoint a third party to conduct a pre-production audit of such third-party OEM or subcontractor.

Such audit may include, but shall not be limited to, assessment of quality management systems, manufacturing processes, ESG compliance, supply chain management, and traceability.

The Seller shall ensure full cooperation of the proposed third-party OEM or subcontractor and provide all necessary access, documentation, and support required to complete such audit.

The Buyer shall have the sole right to accept or reject the proposed third-party OEM or subcontractor based on the results of such audit, without any liability. No use of such third-party OEM or subcontractor shall commence without the Buyer's prior written approval following completion of the audit.

13. Assignment.

Neither Party may assign any of its rights or obligations hereunder to any third Party without the prior written consent of the other Party. Otherwise, such default Party will responsible for any and all negative consequences caused thereby.

14. Limited Liability & Indemnification.

14.1 Limitations of Liability.

The total aggregate liability of the Buyer to the Seller for all liability, arising out of or in connection with this Agreement shall be 100% of the value of BESS delivered to site by the Seller and due/payable by the Buyer.

14.2. Indemnification

Seller shall, at its own expense, defend any suits that may be instituted by a third party against Buyer for alleged infringement of any patent, trademark or copyright relating to any BESS sold by Seller under this Agreement, if such alleged infringement consists of the use of such BESS in Buyer's business for any of the purposes for which the same were sold by Seller, and provided Buyer shall give Seller prompt notice in writing of any such suit and transmit to Seller immediately upon receipt all processes and papers served upon Buyer and permit Seller, through Seller's counsel, either in the name of Buyer or in the name of Seller, to defend the same and give all needed information, assistance and authority to enable Seller to do so. Notwithstanding the foregoing, Seller shall not be responsible for: (i) any compromise or settlement made without its written consent, or (ii) infringements of combination or process patents covering the use of the BESS in combination with other goods or materials not furnished by Seller.

Should any of the BESS become, or in Seller's or Buyer's opinion are likely to become, the subject of any claim of infringement, Seller, shall: (1) procure the right for Buyer to continue to use such Modules free from any liability and without any additional cost to Buyer for that infringement, (2) replace such Modules at the Seller's sole cost with a non-infringing substitute that complies with the BESS' specifications and requirements of this Agreement. If Buyer, its subsidiaries and affiliates and its and their shareholders, directors, officers, employees, agents, successors and assigns determine to seek indemnification hereunder (hereinafter the "Indemnified Party") with respect to the assertion of liability of the Indemnified Party to third parties ("Claim"), it shall give notice to Seller (hereinafter the "Indemnifying Party") within a reasonable time of the Indemnified Party's receipt of written notice of any such Claim.

The notice shall set forth such information with respect thereto as is then reasonably available to the Indemnified Party. The rights of the Indemnified Party to be indemnified hereunder shall not be deemed forfeited by their failure to give notice unless the Indemnifying Party is significantly prejudiced by such failure.

After receiving notice of any Claim, the Indemnifying Party has the obligation and right to assume the defense of such Claim and for the defense of the Indemnified Party, with the Indemnifying Party to bear all fees and costs of such defense. In the event the Indemnifying Party assumes the defense of and retains legal counsel for the

Indemnified Party, the Indemnified Party shall, to the extent consistent with its interests, reasonably cooperate with the Indemnifying Party and its legal counsel in the defense of any Claim.

Notwithstanding the foregoing, and independent of counsel chosen and paid for by Indemnifying Party, the Indemnified Party shall also have the right to employ separate and additional counsel of their sole choosing to defend against any Claim, but the fees, costs, and expenses of such counsel shall be at the expense of the Indemnified Party.

The Indemnified Party shall not, without Indemnifying Party's written consent (which consent shall not be unreasonably withheld), settle or compromise any Claim or consent to entry of any judgment related thereto, which settlement, compromise, or consent adversely affects Indemnifying Party.

15. Arbitration.

All disputes arising out of or in connection with this Agreement shall be settled amicably through good faith negotiations between the Parties. If no settlement can be reached, the dispute shall be finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce (ICC). The place of arbitration shall be **Singapore**. The arbitration shall be conducted in English. The arbitral award shall be final and binding upon the Parties. The costs of arbitration shall be allocated in accordance with the decision of the arbitral tribunal.

16. Effectiveness.

This Agreement shall become effective upon being signed by the both parties.

17. Notices.

All notices and demands under this Agreement shall be in writing and may be delivered personally or by email or mail to the addresses as written below or such other addresses including e-mail addresses as may be from time to time exchanged in writing between the Parties. All notices will be deemed to have been given and received on the next Business Day following the date of transmission in case the notices arrived at the recipient's destination after 4:30 pm. E-mail communication between the Parties shall be admissible evidence in the case of dispute. If a Party objects to admissibility of e-mail, it shall carry the burden of proof for the lack of its authenticity.

	Seller	Buyer
Name		
Title		
Address		
E-mail		
Phone		

18. Governing Law & Jurisdiction.

This Agreement shall be construed and enforced in accordance with the laws of _____.

19. Severability.

If any provision of this Agreement is held invalid or unenforceable for any reason, the Parties agree that such invalidity will not affect the validity of the remaining provisions of this Agreement and further agree to substitute for the invalid provision a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

20. Entire Agreement & Modifications.

This Agreement together with the attached Appendices and Purchase Orders (which constitute an integral part of this Agreement) sets forth the entire agreement and understanding between the Parties for the purpose hereof. Neither of the Parties shall be bound by any prior or contemporaneous conditions, definitions, warranties, understandings or representation with respect to such purpose other than expressly provided herein. Either Party may change its contact person by notifying the other Party in writing. This Agreement shall not be modified or changed in any manner except if mutually agreed upon through any written amendment or instrument signed by a duly authorized representative of each of the Parties.

21. Language

This Agreement has been written in English and may be, at the option and cost of the Supplier, translated into Mandarin, but in the event of any dispute, the English version of this Contract shall prevail over any translated Mandarin version.

All technical documents provided by each of the Parties should be communicated in English. The English version of those documents shall prevail over any original version.

IN WITNESS WHEREOF, this Agreement is signed by both Parties in two (2) original copies; The Buyer and the Seller each hold one (1) copy of the Agreement. The undersigned have caused this Agreement to be signed by duly authorized officers or representatives of the Party on whose behalf they are signing for and agree to bind their respective Party hereto.



SELLER

BUYER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Seal and Signature: _____

Seal and Signature: _____

APPENDIX A – PURCHASE ORDER

MEMBERS-ONLY CONTENT

The full text of this Appendix — including all technical specifications, test procedures, schedules and data requirements — is available to registered ESCA members.

ESCA membership is available by registration at escabattery.org and is subject to an annual membership fee. Members unlock all appendices, can leave comments and questions on the contract, may reference ESCA alignment in their RFPs and financing documents, and receive future versions as they are released.

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APPENDIX B – BESS TECHNICAL SPECIFICATIONS

MEMBERS-ONLY CONTENT

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APPENDIX C – BATTERY RACK TECHNICAL SPECIFICATIONS

MEMBERS-ONLY CONTENT

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APPENDIX D – BATTERY PACK TECHNICAL SPECIFICATIONS

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APPENDIX E – BATTERY CELL TECHNICAL SPECIFICATIONS

MEMBERS-ONLY CONTENT

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APPENDIX F – FACTORY ACCEPTANCE TESTING (INSPECTION)

MEMBERS-ONLY CONTENT

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APPENDIX G – BESS' WARRANTY

MEMBERS-ONLY CONTENT

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APPENDIX H – BESS QUALITY STANDARDS

MEMBERS-ONLY CONTENT

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APPENDIX I – DELIVERY SCHEDULE

MEMBERS-ONLY CONTENT

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APPENDIX J – SITE ACCEPTANCE TESTING

MEMBERS-ONLY CONTENT

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APPENDIX K – PAYMENT SCHEDULE

MEMBERS-ONLY CONTENT

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APPENDIX L – DATA MONITORING

MEMBERS-ONLY CONTENT

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APPENDIX M – BESSECURE QUALITY CONTROL PROCESS

MEMBERS-ONLY CONTENT

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APPENDIX N – BESS CALIBRATION AND MAINTENANCE PROTOCOLS

MEMBERS-ONLY CONTENT

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APPENDIX O – BATTERY CELL LABORATORY TESTING

MEMBERS-ONLY CONTENT

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APPENDIX P – SPARE PARTS LIST

MEMBERS-ONLY CONTENT

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