

Warranty conditions for SOLARWATT Battery flex AC-1

A Scope

1. These warranty conditions apply to the Battery flex AC-1 1.3 modular storage battery („Product“). The Product consists of the following components:
 - at least one Battery flex base AC-1 1.3 electronics and control module („**Control Module**“)
 - at least one Battery flex middle pack 1.3 battery module and
 - a Battery flex top pack 1.3 battery module (both „**Battery Module**“)
2. Solarwatt GmbH (hereinafter referred to as „**Solarwatt**“) provides the End Customer with a Product Warranty (B.1) for the Product and a Performance Warranty (B.2) for the Battery Module pursuant to the conditions set out below. The Product Warranty (B.1) expressly does not apply to any AC Sensor. The Performance Warranty (B.2) applies only to the Battery Module and not to other components of the Product or any AC Sensor.
3. The Performance and Product Warranties (hereinafter also referred to as the „**Warranty**“) are provided exclusively to the End Customer. „**End Customer**“ is the purchaser of the Product who has acquired it from a dealer (regardless of whether this dealer belongs to the Solarwatt dealer network) for its own use and not for the purpose of further sale or any other type of commercial exploitation.
4. The Warranty pursuant to these warranty conditions applies in addition to any of the End Customer's statutory rights arising from product defects. In addition to the Warranty, the End Customer also has statutory rights arising from product defects against the contract partner from which the Product was purchased (regardless of whether they are part of the Solarwatt distribution network). Asserting any statutory rights arising from product defects is free of charge. These warranty conditions do not affect or restrict any of the End Customer's statutory rights arising from product defects. Such rights continue to exist regardless of whether circumstances covered by the Warranty arise or a claim under the Warranty is made.
5. These warranty conditions also do not affect any of the End Customer's rights to insurance benefits if Full Coverage conditions apply.

B Warranty

1. Solarwatt guarantees the End Customer that the Product is free of material and processing defects which have an impact on the Product's correct functioning („**Product Warranty**“) pursuant to these warranty conditions. This Product Warranty applies for a period of ten years starting from the date of invoice to the End Customer for the Product, for a maximum period, however, of ten years and six (6) months after the Product is shipped from the factory. Solarwatt shall provide the End Customer with proof of the date on which the

Product was shipped from the factory in a suitable form at any time on request.

2. Solarwatt guarantees the End Customer, pursuant to these warranty conditions, that each installed Battery Module is able to provide usable energy of at least 80% of the original usable energy („**Performance Warranty**“) for a period of ten years from the date of invoice to the End Customer, for a maximum period, however, of ten years and six months after the Battery Module is shipped from the factory. The original usable energy is 2.4 kWh per battery module. The term ‚usable energy‘ describes the amount of energy that can be used directly from the individual Battery Module when fully charged. The End Customer is advised that the usable energy is not the same as the amount of energy that can be fed into the domestic or external grid. This is because there are control processes in the Product upstream of the supply and also energy management and conversion processes outside the Product, which result in losses in the usable energy that can be taken from the Battery Module.

Solarwatt shall provide the End Customer with proof of the date on which the Product was shipped from the factory in a suitable form at any time on request.

C Solarwatt Warranty services

1. If circumstances covered by the Warranty arise during the warranty period due to a defect in the Battery Module, Solarwatt will, at its sole discretion and at its own expense,
 - a. repair the Battery Module on site at the End Customer's location,
 - b. repair the Battery Module at Solarwatt's facility or that of a third party, or
 - c. supply the End Customer with an equivalent replacement Battery Module.
2. If circumstances covered by the Warranty arise during the warranty period due to a defect in the Control Module, Solarwatt will, at its sole discretion and at its own expense,
 - a. **Warranty year 1-5:**
 - repair the Control Module at the End Customer's site,
 - repair the Control Module at Solarwatt's or that of a third party or
 - supply the End Customer with an equivalent replacement Control Module.
 - b. **Warranty year 6-10:**
 - repair the Control Module at the End Customer's site,
 - repair the Control Module at Solarwatt's facility or that of a third party,
 - supply the End Customer with an equivalent replacement Control Module, or
 - refund the remaining value of the Control Module.

The remaining value is calculated from the gross purchase price minus all discounts granted and an assumed monthly linear depreciation of 1.64% over five years. The depreciation period starts five years after the date of invoice to the End Customer.

3. Insofar as removal and installation work is connected with the warranty services, the necessary work will be conducted by Solarwatt at its own expense.
4. If the original product component is no longer being manufactured, Solarwatt reserves the right to supply a replacement component which provides the same or comparable functions.
5. If a product component is replaced, ownership of the original product component will pass to Solarwatt. Likewise, ownership of any components replaced during repair will be assumed by Solarwatt. The remaining time of the original warranty period applies for replaced product components and components replaced during repair.
6. If a warranty service provided by Solarwatt in the form of repair or replacement is not successful, Solarwatt is entitled to repeat the same warranty service measure or provide another form of remedy unless this is unreasonable for the End Customer or associated with significant inconvenience for the latter.

D Exclusion of the Warranty

1. The Warranty does not apply to Products or product components which are impaired, damaged or destroyed due to the fact that
 - a. they have not been stored or transported properly by the End Customer or a third party,
 - b. they have not been installed, dismantled or re-installed according to Solarwatt's installation and operating instructions and according to acknowledged rules of technology,
 - c. they have been operated in contradiction to their intended purpose and, in particular, in contradiction to the installation and operating instructions,
 - d. they have not been maintained properly, in particular, not pursuant to the maintenance instructions in the installation and operating instructions,
 - e. the End Customer or a third party has modified them or they have been otherwise improperly manipulated or
 - f. they have been exposed to force majeure (in particular lightning, fire or natural disaster).

The Warranty does not cover Battery Modules which are impaired, damaged or destroyed because they have not been used for more than six months in a Product which was installed in a photovoltaic system and which was operated within this photovoltaic system.

2. The End Customer's warranty claim is not valid if the notification period set forth in Section E.4 is exceeded

unless the End Customer has not culpably exceeded this notification period.

E Provisions on the assertion of warranty claims

1. It is a prerequisite for the assertion of warranty claims that the Product has been registered at www.solarwatt.com within three months of the initial operation date.
2. The End Customer may only assert a warranty claim against Solarwatt in writing and by submitting a copy of the original invoice issued by the Solarwatt product dealer (regardless of whether they are part of the Solarwatt distribution network) or other proof of purchase. The claim form for End Customers which is available at www.solarwatt.com should be used for this purpose.
3. Further documentation (e.g. photos, records, etc.) must be provided at Solarwatt's request.
4. In the event of obvious circumstances covered by the Warranty (i.e. circumstances that are so obvious they are noticeable to the End Customer with no special effort and without an expert appraisal), the End Customer must submit a warranty claim in writing without delay and in all cases no more than three (3) months after discovery of the circumstances.

Recognizable transport damage should be reported using the claim form for transport damages, available from solarwatt.com.

F Transfer to a new owner

If the End Customer sells the Product on, this Warranty is transferred to the new owner of the Product to the extent of the remaining warranty period. The respective new owner is then considered the End Customer for the purposes of these warranty conditions. In this event, this Warranty expires for the prior End Customer.

G Limitation of liability

1. Any claims for damages or expenses against Solarwatt arising from or in connection with this Warranty, irrespective of the legal basis, are excluded. Solarwatt shall, in particular, not be liable to pay damages for loss of profit or revenue, loss of use and production downtime, loss of data, down-time costs, financing costs or indirect or consequential damage. This also applies if such damage occurs at a third party's premises.
2. The aforementioned limitation of liability does not apply if Solarwatt is liable pursuant to product liability law, in cases of wilful intent, gross negligence, injury to life, body or health, or breach of material warranty obligations, i.e. obligations that actually enable the proper performance of commitments arising from the Warranty in the first place and which the End Customer can regularly and fully expect to be met. Compensation for breach of material warranty obligations is, however, restricted to foreseeable losses typically arising from the type of contract, provided no wilful intent or gross

negligence is involved, there is no injury to life, body or health, and Solarwatt is not liable under product liability law.

H Final provisions

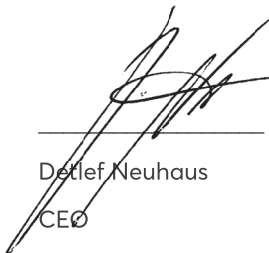
1. These warranty conditions are subject to German law. The application of mandatory statutory provisions which may not be deviated from by agreement to the detriment of the End Customer under the legal system of the country in which the End Customer has his habitual residence shall remain unaffected by this choice of law (Article 6(2) Rome I Regulation). The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
2. If any individual provisions of these warranty conditions are or become invalid, the validity of the remaining provisions remains unaffected.

Warrantor:

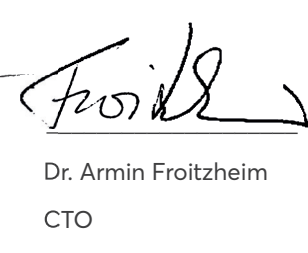
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