AXITEC Energy GmbH & Co KG

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Warranty conditions for the energy storage systems AXIstorage Titan

§ 1 General

AXITEC Energy GmbH & Co. KG (hereinafter referred to as “AXITEC”) grants a limited product warranty for the AXIstorage Titan energy storage system (hereinafter referred to as “the Product”). This warranty is provided voluntarily by AXITEC and exists independently of statutory warranty rights, which apply only towards the seller of AXITEC products. Such rights are neither restricted by this warranty nor do they establish any claims against AXITEC, unless a direct purchase agreement exists with AXITEC. The exercise of statutory warranty rights remains free of charge.

§ 2 Scope of warranty

The Product consists of:

1. Battery cabinet M1C, integrated with the system controller and Energy Packs (22 × H32148-C), designed exclusively for series connection in accordance with AXITEC specifications and the Product Manual.
2. Control cabinet and internal accessories, including the cabinet housing, coating, suspension system, and electrical wiring.
3. HVAC system within the cabinet.
4. Fire protection system inside the housing.

AXITEC warrants that the Product is free from defects caused by improper workmanship or defective materials.

The warranty periods for the individual items are:

1. Ten (10) years – battery cabinet M1C
2. Five (5) years – housing and internal accessories
3. Two (2) years – HVAC system
4. Two (2) years – fire-protection system

AXITEC further guarantees that the Product will maintain the product-specific energy performance after ten (10) years (warranty period) as follows:

At least 70 % of the nominal capacity at the end of the warranty period when operated below 0.5 C-rate with linear degradation throughout the entire service life; at least 60 % of the nominal capacity at the end of the warranty period when operated below 1 C-rate with linear degradation throughout the entire service life.

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"Throughput" refers to the energy delivered per 1 kWh of nominal capacity at the end of the warranty period. Details are shown in the following table:

H32148-C		
C-rate	EOL SOH	EOL Total Output Energy/kWh
0.25C	80%	3.1MWh
0.5C	70%	2.9MWh
1C	60%	2.7MWh

* If one daily cycle or equivalent capacity utilisation is not achieved, the throughput will not reach the MWh target specified in the table above; this is excluded from the performance warranty.

The warranty period begins upon commissioning of the Product at the end user's location. Irrespective of this, it shall commence no later than upon expiry of the earlier of the following dates: (1) six (6) months after delivery by AXITEC (the date on the delivery note is decisive), or (2) six (6) months after the date of manufacture of the battery modules integrated in the energy storage system, whichever occurs first.

Subsequent installation or expansion of the storage system with additional modules or so-called Energy Packs does not extend or renew the warranty period. This warranty does not apply to subsequently installed Energy Packs.

All purchasers who have acquired the Product for their own use (hereinafter also referred to as the "customer") are entitled to the warranty.

§ 3 Warranty service

In the event of a warranty claim, AXITEC will, at its own discretion, either carry out a professional repair or replace the Product with an equivalent Product.

Accordingly, AXITEC may, at its discretion:

(1) Provide replacement Products that are functionally equivalent to the customer's defective unit (in terms of features, functionality, and compatibility);

or

(2) Instruct an accredited service provider to visit the customer's premises and remedy the defect or provide one or more replacement Products;

or

(3) Instruct the customer to return the Products to AXITEC so that AXITEC can repair or replace them.

AXITEC is entitled to use both new and factory-refurbished Products for replacement. AXITEC may repair or replace defective components at its own discretion.

Replaced Products become the property of AXITEC.

AXITEC also reserves the right to provide a refund instead of repair or replacement. The refund is based on the current market price of the respective Product at the time of claim assessment and is made according to the following schedule:

Step 01: Replacement of a new battery from the start of the refund guarantee period up to 24 months thereafter;

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Step 02: 80 % of the current market price for the period from 25 to 36 months from the start of the refund guarantee period;

Step 03: 70 % of the current market price for the period from 37 to 48 months;

Step 04: 60 % of the current market price for the period from 49 to 60 months;

Step 05: 50 % of the current market price for the period from 61 to 72 months;

Step 06: 40 % of the current market price for the period from 73 to 84 months;

Step 07: 30 % of the current market price for the period from 85 to 96 months;

Step 08: 20 % of the current market price for the period from 97 to 108 months;

Step 09: 10 % of the current market price for the period from 109 to 120 months;

Step 10: 0 % of the current market price from 121 months onwards.

No further services will be provided. In particular, AXITEC will not bear any costs for removing the defective Product, shipping it back to AXITEC, or reinstalling it.

§ 4 Examination of the warranty case

The ambient temperature must be between –25 °C and 40 °C during operation of the Product.

AXITEC may contact the customer to obtain further information about a defect. AXITEC may require the customer to subject the Product to a root-cause analysis in order to provide evidence for the claim. The final verification of the claim shall be carried out by AXITEC.

If the customer disputes AXITEC's verification of the claim, the Product must be tested by a state-certified test laboratory or a certified third-party provider. The customer shall bear the costs for the assessment by a state-certified test laboratory, unless the claim is confirmed as valid, in which case AXITEC shall bear the costs.

Conditions for the capacity test:

a) The test is based on a single H32148-C battery module.

b) The ambient temperature of the Product must be 25 °C ± 2 °C.

c) The initial temperature of the accumulators must be 25 °C ± 1 °C.

d) Charge with constant voltage (3.6 V × cell count) and constant current (0.2 C-rate) until the voltage of all cells exceeds 3.55 VDC or the charging current falls below 1 A.

e) Discharge with constant voltage (2.9 V × cell count) and constant current (0.2 C-rate) until the undervoltage protection switches off.

The battery module is subject to a refund guarantee and has a fair-value replacement guarantee for a period of ten (10) years. In this case, if the battery module is defective, the current market value of the batteries will be reimbursed. The recoverable market value is calculated on the basis of straight-line depreciation over a period of ten years. The battery is deemed "defective" for the purposes of this warranty if its capacity falls below the percentage of its nominal capacity specified in the table in § 2. The nominal capacity of the battery is tested at a battery temperature of 25 °C and in isolation from the

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rest of the energy storage system, i.e. in a switched-off state, without connection to an inverter or any other consumer or charging device.

§ 5 Warranty exclusions

The warranty applies only to Products that:

(1) Have been purchased either directly from AXITEC or from an authorised AXITEC reseller;

(2) Bear the official AXITEC serial number;

(3) Are installed within the territory defined in § 6 (Local Scope of the Warranty);

(4) Are installed, operated, and maintained in accordance with the Installation and Operating Manual, the specifications, and/or the manufacturer's instructions by a professionally qualified installer; and

(5) Are operated with a continuous C-rate of no more than 1 C.

To the extent permitted by law, AXITEC excludes all liability for the Product if damage or defects were caused or contributed to by any of the following:

- Faults caused by other components of the EMS energy storage system or other external device faults;
- The Product was installed with EMS not certified by AXITEC;
- The Product was not operated properly in accordance with the Product Manual;
- Improper, negligent, or otherwise inappropriate handling of the Product, including operation outside the recommended ambient temperature range as specified in the Product Manual; transport damage, including but not limited to dropping, crushing, deformation, impact, or piercing with a sharp object;
- Storage, installation, commissioning, modification, or repair of the Product carried out by persons other than AXITEC, an AXITEC-certified installer, or an installer approved by an authorised reseller;
- Misuse, negligence, accidents, or force-majeure events, including but not limited to lightning, flooding, fire, extreme cold weather, or other events beyond AXITEC's reasonable control;
- Any attempt to extend or shorten the Product's service life without AXITEC's written consent, whether by physical means, programming, or otherwise;
- Removal and reinstallation at a different location without AXITEC's written consent;
- Exposure to water, conductive dust, or corrosive gases;
- The Product was connected to the wrong type of system controller or battery module;
- Normal wear and tear, deterioration, or superficial defects such as dents or stains that do not affect Product performance;
- Theft or vandalism of the Product or any of its components;
- Damage caused by improper installation, commissioning, operation, or maintenance;
- Failure to install the Product within six months of the start of the warranty period;
- Exposure to movements, vibrations, or temperatures above 40 °C or below –25 °C after installation;
- Use of the Product in an environment for which it was not intended or contrary to applicable laws, standards, or regulations;
- Use of the Product contrary to its normal or intended purpose;

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- Damage due to misuse, intent, negligence, or other incorrect handling;
- Damage resulting from improper repair;
- Loss or damage during transport or storage;
- Use-related defects;
- Damage due to force majeure or other events beyond AXITEC's control;
- Damage to Products described as "obsolete";
- Errors that could not be identified and accidental damage;
- Defects caused by actions or omissions of the warranty holder or third parties;
- Damage caused by moisture or water ingress;
- Products that have been modified, altered, or opened without AXITEC's authorisation;
- External scratches or stains or natural mechanical wear that does not constitute a defect;
- Property damage or personal injury caused by a defect that could not have been detected at the time of sale according to the current state of science and technology;
- Damage resulting from changes to national or regional laws, regulations, or directives;
- Retrofitted modules or Energy Packs (these are not covered by this warranty).

§ 6 Warranty limitation

1. The entitlement to performance in the event of a warranty claim for a Product is limited to the purchase price to be paid by the guarantor.
2. If the Products or parts thereof are replaced under this limited warranty, the remaining warranty period of the Product or three (3) months, whichever is longer, shall apply. The fulfilment of warranty services does not establish a new warranty of its own.
3. Warranty claims may only be asserted within the applicable warranty period. The obligations of customers who qualify as entrepreneurs within the meaning of the German Commercial Code (HGB) pursuant to § 377 HGB remain unaffected.
4. The warranty is non-transferable.

§ 7 Local scope of the warranty

The warranty is limited to the member states of the European Union, Norway, Switzerland and the United Kingdom.

§ 8 Assertion of the warranty

All warranty claims must be submitted by the customer immediately (within 48 hours) after occurrence of or knowledge of the defect to:

AXITEC Energy GmbH & Co KG
Otto-Lilienthal-Str. 5
71034 Böblingen
(http://www.axitecsolar.com)

The notification must be made in writing and must include the following information:

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- Date of purchase of the energy storage unit (please state the purchase date when submitting the invoice);
- Date of installation (including proof);
- Model name and serial number of the affected storage unit;
- Type of defect that has occurred;
- Time at which the defect occurred;
- AXITEC system log data recorded by the Product showing whether the minimum capacity has been reached (this information is not decisive, however);
- Contact details (name and address) of the location of the storage unit and of the affected party;
- Contact details (name and address) of the specialised company that carried out the commissioning.

Please use the complaint form available on our website https://axitecsolar.com/serviceformulare-0

Claims may only be asserted if proof of purchase – in particular the original purchase receipt – is provided and if the serial number and product label are intact and legible.

Affected Products may only be returned with the prior written consent of AXITEC.
The customer undertakes to send the Product to an address specified by the manufacturer. The customer must return the replaced parts or devices in the original packaging or equivalent packaging. The customer shall bear the costs for transport, shipping, and handling. Replaced Products become the property of AXITEC.

If the replaced defective part or device is not received by AXITEC within 30 days, the warranty holder will be charged the cost of the part or device at the current price of a new one.

If the inspection shows that no warranty claim exists, the warranty holder shall bear the costs incurred by AXITEC in connection with the inspection.

AXITEC may contact the customer to obtain further information about a defect. AXITEC may require the customer to subject the Product to a root-cause analysis to provide evidence for the claim. The final verification of the claim shall be carried out by AXITEC.

If the customer disputes AXITEC's verification of the claim, the Product must be tested by a state-certified test laboratory or a certified third-party provider. The customer shall bear the costs of the third-party assessment unless the claim proves to be valid, in which case AXITEC shall bear the costs.

§ 9 Limitation of liability

This warranty undertaking constitutes a voluntary service provided by AXITEC. The customer's claim under this warranty is limited to the services listed in § 3. Any further claims, such as claims for damages or reimbursement of expenses against AXITEC arising from or in connection with this warranty or the warranty services, regardless of the legal basis, are excluded. AXITEC shall not be liable for delays in the warranty services specified in § 3 caused by force majeure, war, acts of war, strikes, or other similar circumstances beyond AXITEC's control. In particular, AXITEC shall not be liable for loss of profit, turnover, loss of use or production, operational downtime, loss of data, financing costs, consequential or indirect damages. The foregoing shall not apply in cases of liability under the Product Liability Act, in cases of intent or gross negligence, in the event of culpable injury to life, body, or health, or in the event of a breach of material warranty obligations. Liability for the breach of material warranty obligations shall

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be limited to the foreseeable damage typical for the contract, unless caused by intent or gross negligence or liability arises for injury to life, body, or health or under the Product Liability Act.

§ 10 Data protection

If the customer accepts the warranty service provided by AXITEC, the customer authorises AXITEC to process its personal data in accordance with Article 6 (1)(b) GDPR. Further information can be found in our privacy policy at https://www.axitecsolar.com/datenschutzhinweis.

§ 11 Final provisions

This warranty is governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-laws rules. The place of jurisdiction for all disputes arising from this contractual relationship shall be Stuttgart, Germany.

§ 12 Severability clause

Should individual provisions of these warranty conditions be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected. In place of the invalid provision, a valid provision shall be deemed agreed which comes closest to the economic purpose of the invalid provision.

The same applies to any regulatory gaps.

§ 13 Changes and notifications

AXITEC reserves the right to change or adapt these warranty conditions at any time. Customers will be informed of any changes in writing in due time. The current warranty conditions are always available on our website www.axitecsolar.com.

Böblingen, 13 October 2025

Steffen Wiedmann, Managing Director