

Warranty conditions for the energy storage systems AXIstorage Li SV1 and AXIstorage Li SV2

§ 1 General

AXITEC Energy GmbH & Co. KG (hereinafter referred to as "AXITEC") grants a limited product warranty on the energy storage systems AXIstorage Li SV 1 and AXIstorage Li SV2 (hereinafter referred to as "the product"). This warranty is provided voluntarily by AXITEC and exists independently of statutory warranty claims, which only apply to the seller of AXITEC products. Such claims are neither limited by our warranty nor justified against us based on this, insofar as there is no direct purchase contract with us. The exercise of such statutory rights in respect of defects shall be free of charge.

§ 2 Scope of warranty

AXITEC guarantees for ten (10) years (warranty period) that the product covered by the warranty

1. is free from defects in material and workmanship or
2. obtains the product-specific energy output as follows:

Product name	Energy content Product label (kWh)	Energy Throughput (kWh)
Li SV1 3 modules	10.65	34,985
Li SV1 4 modules	14.20	46,647
Li SV1 5 modules	17.76	58,341
Li SV1 6 modules	21.31	70,003
Li SV1 7 modules	24.86	81,665
Li SV2 2 modules	7.10	23,323
Li SV2 3 modules	10.65	34,985
Li SV2 4 modules	14.20	46,647

(whichever comes first).

The warranty period begins with (1) the commissioning of the product at the end user's address, or (2) no later than 6 months after delivery by AXITEC (the date on the delivery note is decisive), whichever occurs first.

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

§ 3 Warranty

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.

AXITEC will therefore, at its sole discretion:

- (1) Provide replacement products that are functionally equivalent to the customer's defective device (in terms of features, function, compatibility).

AXITEC Energy GmbH & Co. KG

Otto-Lilienthal-Str.5
71034 Böblingen
Germany

Phone: +49 7031 6288-5186

Fax: +49 7031 6288-5187

www.axitecsolar.com



or

- (2) Instruct an accredited service provider to visit the customer's premises and rectify 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 the products.

AXITEC is authorised to use both new and factory-reconditioned products for replacement. AXITEC may repair or replace defective components at its discretion.

Replaced products become the property of AXITEC.

AXITEC also reserves the right to reimburse the current value of the defective product instead of repair / replacement as follows:

Step 01:	Replacement of a new battery from the start of the current value replacement warranty period up to 24 months thereafter;
Step 02:	80% of the purchase price for the period from 25 months to 36 months from the start of the time value replacement guarantee period;
Step 03:	70% of the purchase price for the period from 37 months to 48 months from the start of the time value replacement guarantee period;
Step 04:	60% of the purchase price for the period from 49 months to 60 the start of the time value replacement guarantee period;
Step 05:	50% of the purchase price for the period from 61 months to 72 the start of the time value replacement guarantee period;
Step 06:	40% of the purchase price for the period from 73 months to 84 the start of the time value replacement guarantee period;
Step 07:	30% of the purchase price for the period from 85 months to 96 the start of the time value replacement guarantee period;
Step 08:	20% of the purchase price for the period from 97 months to 108 the start of the time value replacement guarantee period;
Step 09:	10% of the purchase price for the period from 109 months to 120 the start of the time value replacement guarantee period;
Step 10:	0% of the purchase price from 121 months from the start of the time value replacement guarantee period.

No further benefits will be granted. In particular, no costs for the removal of the defective device, the return shipment to us or the reinstallation will be assumed on the basis of this warranty.

§ 4 Examination of the warranty case

The ambient temperature must be between 0°C and 50°C during operation of the product.

Conditions for the capacity check:

- The test is carried out with a single battery module
- The ambient temperature of the battery module must be 25°C ± 2°C
- The initial temperature must be 25°C ± 2°C
- Constant voltage* -Constant current** -Charging method up to total cell voltage above 3.50 VDC or up to charging current below 1 A.
- Constant voltage* -Constant current** -Discharge process until the battery low-voltage protection is switched off.

*For the AXIstorage Li SV 1 system, the constant charging/discharging voltage of a module is 54 Vdc / 43.5 Vdc; for the AXIstorage Li SV2 system, the constant charging/discharging voltage of a module is 108 Vdc / 87 Vdc

**For the AXIstorage Li SV 1 system, the constant charging/discharging current of a module is 14.8 A; for the AXIstorage Li SV2 system, the constant charging/discharging current of a module is 7.4 A.

The battery is considered "defective" for the purposes of this warranty if its capacity falls below 50% of its nominal capacity (the nominal capacity of the battery is tested at a battery temperature of 25°C, as well as when disconnected from the rest of the energy storage system, i.e. when switched off, without connection to an inverter or other consumer/charging device).

§ 4 Warranty exclusions

The warranty only applies to products that

- (1) have been purchased either directly from AXITEC or from an authorised AXITEC reseller;
- (2) are installed, operated and maintained in accordance with the installation and operating manual, the specification and/or the manufacturer's instructions, and
- (3) are used daily and only for energy storage systems.

The warranty does not cover:

- Damage resulting from improper installation, commissioning, operation or maintenance;
- if the product has not been installed within six months of the start of the warranty period;
- if the product is exposed to movements, vibrations or temperatures of more than 55°C or less than -10°C after installation;
- If the product has been used in an environment not intended for it or contrary to applicable laws, standards and regulations;
- If the product has been used contrary to its normal or intended use;
- Damage due to misuse, intent, negligence or other incorrect handling;
- Damage as a result of improper repair;
- Loss or damage during transport or storage;
- Use-related defects
- Damage caused by force majeure and other events beyond AXITEC's control;
- Damage to products described as "obsolete";
- Fault caused by other components of the energy storage system (e.g. inverter or charger) of the warranty holder;
- Faults that could not be identified and accidental damage;
- Defects resulting from acts or omissions of the warranty holder or third parties;
- Damage caused by moisture or water penetration;

- Products that have been changed or modified, altered in any other way or opened without AXITEC's approval;
- External scratches or stains or natural mechanical wear and tear that does not constitute a defect or normal wear and tear;
- Damage to property or personal injury caused by a defect that could not be 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.

§ 5 Limitation of warranty

1. The claim for performance in the event of a warranty claim for a product is limited to the purchase price to be paid by the warranty issuer.
2. If the products or parts thereof are replaced under this limited warranty, the remaining warranty period of the product or three months, whichever is longer, shall apply. Fulfilment of the warranty does not constitute a new warranty of its own.
3. Warranty claims can only be made within the respective warranty period. The obligations of customers who are entrepreneurs within the meaning of the German Commercial Code (HGB), pursuant to § 377 HGB, shall remain unaffected.
4. The warranty is not transferable.

§ 6 Local scope of the warranty

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

§ 7 Assertion of the warranty

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

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

The report must be made in writing and must contain the following information:

- Date of storage battery purchase (indicate purchase date when presenting the invoice)
- Date of installation (including receipt)
- Model name and serial number of the storage battery concerned
- Type of defect that occurred
- Time at which the defects occurred
- Contact information (name/address) of the location of the storage battery and the injured party
- Contact details (name/address) of the specialist company that carried out the commissioning.

Furthermore, the claim requires that proof of purchase, in particular an original purchase receipt, is submitted and that the serial number and the product label are not damaged.

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 equipment in the original packaging or equivalent packaging. The costs for transport/shipping and processing shall be borne by the customer. Replaced products become the property of AXITEC. If the replaced defective part or device is not received by AXITEC within 30 days, the cost of the part/device will be charged to the warranty holder at the current price for a new one. If it turns out in the course of the inspection that there is no case under the warranty, the warranty holder shall bear the costs incurred by the warranty issuer as a result of the inspection.

§ 8 Limitation of liability

This warranty promise is a voluntary service provided by AXITEC. The customer's claim under this warranty is limited to the services listed in § 3. Further claims such as claims for damages and reimbursement of expenses against AXITEC arising from or in connection with this warranty or the warranty services, irrespective of the legal grounds, are excluded. AXITEC shall not be liable for delays in the services specified in § 3 of the warranty due to force majeure, war, warlike conditions, strikes and other similar circumstances that lie outside the sphere of responsibility of AXITEC. In particular, AXITEC is also not liable for loss of profit, turnover, loss of use and production, operational standstill, loss of data, financing costs and consequential and indirect damage. This shall not apply in the case of liability under the Product Liability Act, for intent or gross negligence, for culpable injury to life, limb or health or for breach of material warranty obligations. Liability for breach of material warranty obligations shall be limited to the foreseeable damage typical for the contract, except in cases of intent or gross negligence or in cases of liability for injury to life, limb or health or under the Product Liability Act.

§ 9 Data protection

If the customer accepts the warranty service provided by AXITEC, he authorises AXITEC to process his personal data in accordance with Article 6 (1) (b) GDPR. Further information on this can be found in our data protection declaration at <https://www.axitecsolar.com/datenschutzhinweis>.

§ 10 Final provisions

The warranty is governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods and the conflict of laws. The place of jurisdiction for all disputes arising from this contractual relationship is Stuttgart.

§ 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 remain unaffected. In place of the invalid provision, a provision

AXITEC Energy GmbH & Co. KG

Otto-Lilienthal-Str.5
71034 Böblingen
Germany

Phone: +49 7031 6288-5186

Fax: +49 7031 6288-5187

www.axitecsolar.com



shall be deemed agreed which comes as close as possible to the economic purpose of the invalid provision. The same applies to any regulatory gaps.

§ 13 Amendments 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 good time. Current warranty conditions can always be viewed on our website www.axitecsolar.com.

Böblingen, 28 July 2024

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a large loop and a horizontal line extending to the right. The signature is positioned above a solid horizontal line.

Steffen Wiedmann, Managing Director