

## Warranty Conditions for „SOLARWATT Battery flex AC-1“ Storage Battery

### A Scope

1. These warranty conditions apply to the modular storage battery, Battery flex AC-1 1.3 product („**Product**“). The product consists of the following components:
  - at least one electronics and control module, Battery flex base AC- 1 1.3 (6.0kW) („**Control Module**“)
  - at least one battery module „Battery flex middle pack 1.3 (2.4 kWh, 30A)“ and one battery module „Battery flex top pack 1.3 (2.4 kWh, 30A)“ (hereinafter both also referred to as „**Battery Module**“).

For the purposes of this warranty condition, an AC sensor is not part of the product.

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 does expressly not apply to any AC Sensor. The Performance Warranty applies to the Battery Module only and not to other accessories of the Product or any possible AC Sensor.
3. The Warranty pursuant to these warranty conditions applies to Products which the End Customer purchases in the United Kingdom. The Warranty pursuant to these warranty conditions shall remain unaffected even if the End Customer transfers the Product to and operates the Product in a different country afterwards.
4. These warranty conditions do not affect any of the End Customer' rights to insurance benefits if Full Coverage conditions applies.

### 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 the shorter of:
  - a) ten years starting from the date the End Customer purchased the Product; or
  - b) ten years and six months after the Product is shipped from the factory.

End Customers can contact Solarwatt at claim@solarwatt.net to find out the date that their Product was shipped from the factory.

2. Solarwatt guarantees the End Customer pursuant to these warranty conditions that each installed Battery Module is able to provide a usable energy equal to at least 80% of the original usable energy available at the time that Battery Module concerned was installed until one of the following events has occurred:
  - a) ten years have elapsed since the End Customer purchased the Product; or
  - b) ten years and six months have elapsed since the date of shipment from the factory. („the Performance Warranty“).

The original usable energy content 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 needs to be informed that the usable energy is not the same as the amount of energy that can be made available to a power consuming device or can be fed into the domestic or external grid. This is because the battery's management system requires some energy to function, as well as losses incurred through energy conversion when the energy is discharged from the battery module.

If the usable energy falls below 80% of the original usable energy, the product automatically switches to error mode.

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 an authorized Solarwatt dealer (irrespective of whether this dealer belongs to the sales network of Solarwatt or not) for its own domestic use and not for the purpose of further sale or any other type of commercial exploitation.
4. Any valid Product Warranty or Performance Warranty claim submitted by an End Customer in accordance with these warranty conditions shall be referred to in this document as a „Valid Warranty Claim“.

### C Solarwatt Warranty services

1. If a warranty claim event occurs during the relevant warranty period due to a fault in the Battery Module or Accessory, Solarwatt will, at its sole discretion and at its own expense:
  - a) repair the Battery Module at the End Customer's site; or

- b) repair the Battery Module at Solarwatt's or a third party's facilities; or
  - c) supply the End Customer with an equivalent replacement Battery Module
2. If a warranty claim event occurs during the relevant warranty period due to a fault 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; or
- repair the Control Module at Solarwatt's or a third party's facilities; 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; or
- repair the Control Module at Solarwatt's or a third party's facilities; or
- 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 invoice to the end customer.

- 3. Insofar as removal and installation work on the product is connected with the warranty services mentioned under 1. and 2. the necessary repair 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 Product component which provides the same or comparable functions.
- 5. If Solarwatt replaces a Product component under C.1. and 2., ownership of the original Product component replaced by Solarwatt will pass to Solarwatt once the End Customer receives the replacement delivery. Likewise, ownership of any components replaced during repair will be assumed by Solarwatt. The relevant warranty period for a Product component does not begin anew. Rather, the remaining time of the original warranty period applies for the supplied replacement Product component.
- 6. If a warranty service provided by Solarwatt is not successful, Solarwatt is entitled to repeat the same warran-

ty service measure or provide another form of remedy unless this is unreasonable for the End Customer.

**D Exclusion of the Warranty**

- 1. The Warranty does not apply to Products or Product accessoires which are impaired, damaged, or destroyed due to the fact that:
  - a) they have been stored or transported recklessly, or without reasonable skill and care by the End Customer or a third party;
  - b) they have not been installed, dismantled, or reinstalled 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 incorrectly or they have been damaged intentionally or subject to any other inappropriate action; or
  - f) they have been exposed to a force majeure, in particular, criminal damage, lightning strike, fire, or natural disasters.

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 Conditions for submitting warranty claims

1. It is a prerequisite for the assertion of warranty claims that relevant Product has been registered at solarwatt.com within three (3) months of the date the End Customer took delivery of the Product.

2. If an obvious Valid Warranty Claim arises, the End Customer must submit a claim to Solarwatt in writing using the claim form available at solarwatt.com within three (3) month of discovering the relevant fault. When submitting a warranty claim, End Customers must provide a copy of the original invoice issued by the Solarwatt product dealer (irrespective of whether this dealer belongs to the sales network of Solarwatt or not). Further documentation or information (e.g. photos or records) shall be provided to Solarwatt upon request if necessary to prove that the claim is a Valid Warranty Claim (including evidence that the warranty has not been excluded under Part D where necessary).

3. For the avoidance of doubt, the End Customer is solely responsible for proving that any claim submitted under this warranty is a Valid Warranty Claim and Solarwatt reserves the right to reject any claim that it considers has not been adequately substantiated.

2. The limits of liability set out at G.1 above shall not apply in cases of:

- a) death or personal injury;
- b) fraud or gross negligence on the part of Solarwatt; or
- c) fraudulent misrepresentation on the part of Solarwatt.

And for the avoidance of doubt, nothing in Part G of this warranty will exclude or limit the End Customer's statutory rights, including cases where the Product is defective.

## H Final provisions

1. These warranty conditions are subject to German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). This does not apply insofar as mandatory laws in the UK, including the Consumer Rights Act 2015, provides otherwise.
2. Should individual clauses in these warranty conditions be or become invalid, the validity of the rest of the clauses remains unaffected.

## F Transfer to a new owner

If the End Customer sells and transfers the title to 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.

### Warrantor:

Solarwatt GmbH  
Maria-Reiche-Str. 2a  
01109 Dresden


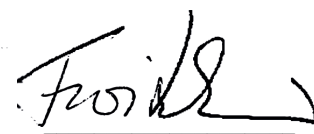
T +49-351-8895-555

F +49-351-8895-100

info@solarwatt.de

## G Limitation of liability

1. Solarwatt is not responsible for loss, damages or expenses in any of the following circumstances:
  - a) where the claim does not arise as a result of a Valid Warranty Claim;
  - b) damage to third party property;
  - c) loss that was not foreseeable to both parties when this contract was formed; or
  - d) loss of data, business losses and any other losses to non-consumers (including where the End Customer is an entrepreneur).

  
Detlef Neuhaus  
CEO  
Dr. Armin Froitzheim  
CTO

Dresden, 06/2021