

Warranty conditions for the SOLARWATT Battery flex AC-1 storage battery

A Area of application and warranty activation

1. Solarwatt GmbH (hereafter "Solarwatt") provides a warranty as per these warranty conditions for the following product components in the Battery flex AC-1 modular electricity storage system (hereafter the "Product"):
 - Battery flex base AC-1 electronics and control module, including wall mount (hereafter the "Control Module")
 - Battery flex middle pack battery module(s) (possibly several per product) and Battery flex top pack battery module, including wall mount and any connectors (hereinafter both types also referred to as "Battery Module(s)")(hereinafter also referred to individually or collectively as "Product Components").
2. The warranty does not apply to the following parts of the product if present:
 - Battery flex base stand mounting kit
 - AC-Sensors, energy meters, or peripherals, such as transformers, plug-in connectors and communication cables
 - Energy management components, such as Manager flex and EnergyManager, smart home components, and smart sockets
 - Protective sleeve set for the control module
3. Solarwatt provides the warranty for end customers only. An "End Customer" is the person who acquired the product for their own needs and not for resale or any other commercial purpose.
4. Solarwatt provides the warranty under the condition that it is activated within 3 months with this period calculated from the date that the product is put into operation at the end customer's premises.
 - a. If the end customer acquired the product from a third party (e.g. an installer), the customer can ask the third party to initiate activation on their behalf. The end customer must provide the third party with an email address for this purpose. If the third party has requested activation successfully, the end customer will receive a message from Solarwatt at the email address that they specified. The end customer must click on the "Activate warranty now" button in the email to activate the warranty. The end customer will receive a confirmation that the warranty is activated if activation is completed successfully.
 - b. If the end customer does not wish to ask the third party to initiate activation or does not receive an activation email, the end customer themselves should activate the warranty as follows:
 - The end customer makes an activation request at <https://www1.solarwatt.de/garantieaktivierung/> they will need to specify their address, an email address, the date of initial operation and the

product's serial number.

- The end customer will then receive an email from Solarwatt. The end customer must click on the "Activate warranty now" button in the email to activate the warranty.
 - The end customer will receive a confirmation that the warranty is activated if activation is completed successfully.
- c. If the end customer acquired the product from Solarwatt, they can either ask Solarwatt to activate the warranty or activate it themselves. The provisions above apply accordingly.
5. The warranty under these warranty conditions applies to Germany, Austria, Switzerland, Italy, Belgium and the Netherlands.
 6. The warranty under these warranty conditions also applies to the end customer's statutory rights arising from product defects. In addition to the warranty, the end customer is entitled to the statutory rights arising from product defects against their contractual partner from whom they purchased the product. There is no charge for exercising any statutory rights arising from product defects. The rights will not be affected or restricted by these warranty conditions and remain in effect regardless of whether a warranty claim is valid under these warranty conditions or whether the warranty claim has been filed or not.
 7. These warranty conditions also have no bearing on any claims made by the end customer for insurance payments under the Full Coverage conditions.

B Warranty claim

1. A "warranty claim" is valid if it is shown within ten years from the date of initial operation on the end customer's premises that
 - a. a control module is not free of material or workmanship defects and this prevents the product from functioning correctly (product warranty), or
 - b. a battery module
 - i. is not free from material or workmanship defects and this prevents the product from functioning correctly (product warranty), or
 - ii. is only able to provide a usable energy content of less than 80% of the original usable energy content (performance warranty).
2. The following applies for the purposes of Clause B.1.b): The original usable energy content is 2.4 kWh per battery module. The term usable energy content refers to the amount of energy which can be drawn from the individual battery module when it is fully charged. The end customer is advised that the usable energy content should not be confused with amount of energy which is fed into the external or building network. This is because control processes in both the product and the energy management and conversion processes outside the product are

upstream from the feed-in. They each cause losses of the usable energy content drawn from the battery module.

C Solarwatt warranty coverage

1. In the event of a warranty claim relating to the battery module, Solarwatt (subject to Clause D) will, at its own discretion and expense:
 - a. repair the module at the end customer's premises
 - b. repair the battery module at Solarwatt or at a third-party's location, or
 - c. supply an equivalent replacement module as a minimum; equivalence is deemed to exist in all cases where the replacement module achieves a usable energy content that is at least equivalent to the original usable energy content of the battery module concerned.
2. In the event of a warranty claim relating to the control module, Solarwatt (subject to Clause D) will, at its own discretion and expense,
 - a. Warranty year 1-5:
 - repair the control module at the end customer's premises
 - repair the control module at Solarwatt or at a third-party's location, or
 - supply an equivalent replacement module as a minimum; equivalence is deemed to exist in any case if the replacement module provides a charging and discharging capacity that is at least equivalent to the original charging and discharging capacity of the control module concerned.
 - b. Warranty year 6-10:
 - repair the control module at the end customer's premises
 - repair the control module at Solarwatt or at a third-party's location
 - supply an equivalent replacement module as a minimum; the replacement module is deemed to be equivalent if it provides a charging and discharging capacity that is at least equivalent to the original charging and discharging capacity of the control module concerned, or
 - reimburse the end customer at the control module's current value; the current value is calculated based on the net purchase price minus all discounts given and a linear depreciation of 1.64% per month, starting from the first month of the 6th year after the date the module was put into operation at the end customer's premises until the end of the month when the warranty claim was received (plus any applicable sales tax).
3. Within the scope of Solarwatt's warranty services specified in Clauses C.1 and C.2, Solarwatt will bear the end customer's necessary expenses for removing the returned product component and installing a replacement. The expenditure should be an amount that can be considered reasonably necessary and

appropriate from an objective point of view. If this is not the case, Solarwatt reserves the right to remove and install the component itself or have a subcontractor do so. The end customer must therefore inform Solarwatt of the foreseeable costs before arranging removal and installation.

4. Once a replacement module is received, the original solar module becomes the property of Solarwatt. Product components replaced during the course of repairs also become the property of Solarwatt. The remaining time of the original warranty period applies after repairs or supply of replacements.
5. If a warranty service delivered by Solarwatt in the form of a repair or replacement delivery is unsuccessful, Solarwatt is entitled to perform the same warranty service or a different form of warranty service again, unless this is unreasonable for the end customer or is of considerable inconvenience for the end customer.
6. The claims which the end customer is entitled to make against Solarwatt based on this warranty in the event of a valid warranty claim are listed conclusively above. Any claims that the end customer may make due to a culpable breach of these warranty conditions by Solarwatt remain unaffected as per Clause G and the statutory rights arising from product defects (cf. Clause A.6).

D Exclusion of the warranty

1. Claims based on this warranty are not valid if product components are impaired, damaged or destroyed as they
 - a. were not stored or transported properly by the end customer or a third party
 - b. they have not been installed, dismantled, or re-installed by the end customer or a third party in accordance with Solarwatt's installation and operating instructions or standard industry practice
 - c. they have been operated other than for their intended use and, in particular, not in accordance with the installation and operating instructions
 - d. they have not been maintained properly according to requirements, in particular, not as per the maintenance instructions in the installation and operating instructions
 - e. were improperly modified by the end customer or a third party or subjected to inappropriate tampering in some other way, or
 - f. they were exposed to force majeure, particularly lightning, fire or natural disasters.A third party in the sense of this Clause D.1 is anyone who is not a vicarious agent of Solarwatt.
2. Claims based on this warranty are also not valid if product components are impaired, damaged or destroyed as they have not been in operation for a period of more than 6 months after being put into operation at the end customer's premises, i.e. they had been installed on a photovoltaic system and had been operated with the photovoltaic system.

3. If the notification period as per Clause E.4 has expired, the end customer cannot make a warranty claim unless they are not responsible for exceeding the notification period.

E Provisions on making warranty claims

1. If the product was acquired from a third party (e.g. an installer) or a third party provided servicing and maintenance, these third parties may handle the end customer's warranty claims against Solarwatt. If the third party is willing to handle claims, the end customer is requested to make any warranty claims against Solarwatt via the third party.
2. The end customer themselves can make any warranty claims against Solarwatt through Solarwatt's Customer Service:
Contact by email: service@solarwatt.com
(include the customer's address and phone number)
3. You need to submit the following documents by email to make any warranty claims: Warranty certificate and a copy of the original invoice to the end customer. Further documents (e.g. photos, records) must be provided at Solarwatt's request.
4. If obvious circumstances for a warranty claim arise (i.e. a warranty case is so obvious that the end customer notices or should notice it without any special effort and without a professional inspection), the end customer will ensure that the warranty case is reported to Solarwatt through its Customer Service. Either the third party as per Clause E.1 or the end customer themselves as per Clause E.2 needs to make the claim without undue delay within a preclusion period of 3 months after discovery at the latest.

F Transfer to new owner

If the end customer resells the product and there are no circumstances which void the warranty as specified in Clause D, the end customer can transfer the warranty to the new owner of the product within the scope of the remaining warranty period. The new owner concerned is then deemed to be the end customer as specified in these warranty conditions. The warranty expires for the original end customer in such cases. However, the transfer to the new owner is subject to the condition that Solarwatt is notified of the transfer of ownership by email to service@solarwatt.com within 3 months. The notification must contain the names and addresses of the previous owner and the new owner, the product's serial number, and the date when ownership was transferred.

G Limitation of liability due to breach of the warranty

1. Claims for damages against Solarwatt due to or in connection with a breach of these warranty conditions are excluded irrespective of their legal basis. In particular, Solarwatt is not liable for lost profit and earnings, loss of use and production, operational downtime, data loss, financing costs, or any consequential or indirect damages. This also applies if a third party incurs such damages.
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. This choice of law does not affect the application of mandatory statutory provisions which must not be derogated from by agreement to the detriment of the end customer under the legal system of the country in which the end customer has their habitual residence (Art. 6 (2) ROME I Regulation). The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
2. If any provisions in these warranty conditions are or become invalid, the validity of the remaining provisions remains unaffected.

Warrantor:

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

T +49-351-8895-0
F +49-351-8895-100

info@solarwatt.com