

# Warranty Conditions

For stationary lithium battery storage from TESVOLT

From: 03.2015

Dear Customer,

we would like to congratulate you on the purchase of this TESVOLT product. We are sure that you have made a good choice.

## 1. Warranty

TESVOLT guarantees for a period of 2 years from the time of original purchase that the product (TESVOLT Battery Cabinet with TESVOLT Battery Management System) will have no material defects or defects in workmanship.

Should, during the warranty period, the product be found to be defective due to material defects or manufacturing faults (at the time of purchase), TESVOLT or one of its service partners will, at their sole discretion, repair or replace the product or its defective parts with the customer paying the cost of materials and labor. TESVOLT or its service partner may replace defective parts or products with a new or like new product or part, and the replaced products or parts shall become the property of TESVOLT.

## 2. 10-Year Performance Guarantee

This warranty statement is an additional voluntary benefit from TESVOLT and refers to the capacity of the energy storage device, in particular of the lithium batteries. It does not cover software (whether from TESVOLT or third parties).

- a) For energy storage devices (batteries) that are installed and operated according to the assembly or installation instructions, TESVOLT grants a 10-year performance guarantee of:
  - 50 percent of the nominal capacity at an operating management of 8,000 cycles with a DoD of 70 percent. In addition, the discharge current must maintain corresponding C0,3 characteristics with an ambient temperature of 25 degrees Celsius.
  - 50 percent of the nominal capacity at an operating management of 6,000 cycles with a DoD of 80 percent. In addition, the discharge current must maintain corresponding C0,3 characteristics with an ambient temperature of 25 degrees Celsius.

- 50 percent of the nominal capacity at an operating management of 5,000 cycles with a DoD of 90 percent. In addition, the discharge current must maintain corresponding C0,3 characteristics with an ambient temperature of 25 degrees Celsius.

This performance guarantee is only good for a loss of efficiency which is attributable to natural aging. The 10-year performance guarantee begins on the purchase date.

- TESVOLT will satisfy the warranty at their own discretion exclusively through repair, replacement, refund of the purchase price, or provision of additional energy storage (batteries) to restore at least the guaranteed amount.
- This warranty does not cover transport costs or risks associated with the transport of your product from and to TESVOLT or an authorized service provider.
- The performance guarantee does not act as a guarantee as referred to in § 443 BGB for the quality of TESVOLT-Storage.

### 3. Terms of Use

- Warranty services will be furnished only if the defect of the product is communicated in writing within the warranty period. Start date of the warranty is the original date of purchase in accordance with the original invoice. TESVOLT and its service partners reserve the right to refuse the cost-free guarantee if the invoice is not presented. Furthermore, the warranty is void if the model name or serial number on the product has been in any way altered, deleted, removed, or defaced.
- This warranty does not cover transport costs or risks associated with the transport of your product to and from TESVOLT or a service provider.
- TESVOLT or the service provider will charge a flat rate examination fee,
  - if the examination of your product by TESVOLT or a service provider shows that, for whatever reason, you are not entitled to a guarantee claim;
  - if in the examination of your product no fault is found and your device is working correctly. The examination fee may be requested in advance from the end customer by the dealer or service partner.

### 4. Warranty Exclusions and Limitations

TESVOLT is obligated under this performance warranty only for repair or replacement of products which are subject to this warranty. TESVOLT shall not be liable for any losses or damages which may arise, whether directly, indirectly, or as a consequence of this warranty,

tangible or intangible, such as purchase price, loss of profits, loss of revenue, data loss, immaterial damages, or for damages resulting from the unavailability of the product or associated components.

A warranty service is excluded,

- 4.1 if the energy storage was not set up or operated by the terms of the installation conditions.
- 4.2 if the customer of TESVOLT GmbH does not submit the fault during the 10-year warranty period which starts at the time of delivery.
- 4.3 if the product is exposed to incorrect or unusual voltages and power.
- 4.4 if the serial number on the product can no longer be identified or was modified.
- 4.5 if the customer cannot present a report of a certified testing institute which proves the error with appropriate measurements.
- 4.6 if the fault is a result of improper maintenance or if non-professional repair by unauthorized third parties has been attempted.
- 4.7 if the apparatus was damaged in transit but was nevertheless accepted for operation.
- 4.8 if the device was exposed to strong vibrations.
- 4.9 if the device is operated outside the temperature ranges published in the data sheet.
- 4.10 if the installation was incorrectly planned.
- 4.11 if the energy storage is damaged by force majeure.

## **5. Miscellaneous**

- 5.1 Contact information for all questions and assertion of warranty claims is TESVOLT GmbH, Am Alten Bahnhof 10, D-06886 Lutherstadt Wittenberg
- 5.2 This warranty will apply to the end customer and is supplied with the product.
- 5.3 It is for the end user to detect any error.
- 5.4 The application of this warranty is governed by German substantive law.
- 5.5 Consumers can, according to national law, be entitled to consumer rights concerning

the sale of consumer goods. This warranty does not limit your potential statutory rights or your rights against the dealer arising from the purchase contract. You can assert these rights at your sole discretion.

## **6. Final Provisions**

- 6.1 The invalidity of any provision of this Warranty Statement shall not affect the validity of the remaining provisions.
- 6.2 The legal enforcement of claims under this warranty must be made within one year from the date of notification of claims under this guarantee against the guarantor, otherwise it is excluded.