

## **Guarantee conditions for the energy storage system of the product line AXIstorage Li**

### **Preamble**

AXIstorage Li is a modular lithium-ion energy storage system, which stores generated, excess solar energy in battery modules for later demand. The AXITEC Energy GmbH & Co. KG attaches great importance to the high quality of their products. The production takes place in compliance with the highest quality requirements and is subject to constant checks by the quality management of AXITEC Energy GmbH & Co. KG. All required admission tests have been fulfilled.

### **§ 1 General Information**

Through these guarantee conditions, the statutory rights of the customer (insured), i.e. rectification, withdrawal, reduction, compensation are not affected. The guarantee conditions apply besides and in addition to the statutory and contractual guarantee rights of the guarantor.

The legal rights of the guarantor apply regardless of whether a guarantee claim is present and/or whether the guarantee is made use of.

### **§ 2 Guarantee**

AXITEC Energy GmbH & Co. KG guarantees their immediate/direct customers (insured), that the products covered by the guarantee are free from product and manufacturing defects.

Included in the guarantee is a capacity of 6,600 cycles in a usage time for a maximum of 5 years (time value replacement warranty).

The obligations of the customers, who are entrepreneurs in the sense of the German Commercial Code (HGB), in accordance with § 377 HGB remain unaffected.

The battery is "defective" within the meaning of this warranty, if its capacity falls below 80 % of its nominal capacity (the rated capacity of the battery is determined at a battery temperature of 25°C, as well as in the condition separate from the rest of the energy storage system, i.e. disconnected state, without connection of the inverter and the other consumers/loads).

The guarantee is not transferable.

### § 3 Guarantee capacity

Upon entry of a warranty claim, the AXITEC Energy GmbH & Co. KG at its own discretion either performs a professional repair or the product is replaced by a product as good as new/ same product type or pay back the actual cash value based on step 01 until step 02 below.

For a professional repair, the warranty policyholder commits himself to send the product to an address provided by the manufacturer. The cost of transportation/shipping and handling shall be assumed by the customer.

Replaced products are taken in as the property of AXITEC Energy GmbH & Co. KG.

The end-customer undertakes to send back the replaced product (battery) at his own cost to the AXITEC Energy GmbH & Co. KG, Boeblingen.

The return-shipping is only allowed with the prior written consent of Axitec Energy GmbH & Co. KG.

AXITEC Energy GmbH & Co will in a warranty claim, replace the defective battery as follows:

- Step 01: Replacement of a new battery from the beginning of the time value replacement warranty period up to 12 months thereafter;
- Step 02: 80% of purchase price for the period of 13 months up to 28 from the beginning of the time value replacement warranty period;
- Step 03: 70% of purchase price for the period of 29 months up to 44 from the beginning of the time value replacement warranty period;
- Step 04: 60% of purchase price for the period of 45 months up to 60 from the beginning of the time value replacement warranty period;
- Step 05: 0% from 61 months from the beginning of the time value replacement warranty period.

If in the context of the review it is established that a guarantee claim fails, then the guarantor is responsible for the costs incurred by the examination.

## § 4 Guarantee exclusion

1. Excluded from the guarantee are use-related deficiencies.
2. The warranty does not cover impairments to the product, caused by the fact that ,
  - the product was unused for more than 6 months in storage and/or the specified temperature ranges in accordance with the instruction Axitec Energy have not been complied with (the product and storage data is stored in the product-internal system ),
  - the product has not been installed for its intended purpose and/or the assembly instructions by a specialist in the light of the applicable rules for the product had not been installed,
  - the product was not stored, transported, mounted, installed, operated and/or repaired in accordance with the recognized rules of technology and the product was used not as intended,
  - the product has been changed,
  - the product has been opened,
  - the product was exposed to force majeure (e.g. lightning / hail / fire / vandalism),
3. Only immediate shortcomings inherent to the product are included under the coverage of the guarantee. Not included are indirect, incidental and consequential damage, in particular, both as regards persons, as well as property damage. Incidental damages are particularly related to inspection, dismantling and disposal costs. Explicitly excluded is the loss of profit, as well as the loss of image.
- 4 Excluded from the guarantee are articles for which proof of purchase, in particular a purchase receipt is missing in the original, the product label (label) is damaged or the serial number is unknown or is not unequivocally assignable.

## § 5 Guarantee exclusion

1. The claim for performance for the guarantee claim of a product is limited to the purchase price to be paid by the insured.
2. The fulfilment of the warranty services will not create its own new warranty.

## § 6 Guarantee period

The time value replacement warranty is five (5) years or 6600 cycles, with partial cycles being added to full cycles. A full cycle exists when the Axitec Energy battery, regardless of its discharge condition, is charged to 100%. The warranty period begins with the date of commissioning of the Axitec Energy battery at the end user address, but at the latest 6 months after the handover. What is decisive is the date on the packing slip.

## § 7 Territorial scope of the guarantee

The guarantee is limited for all states outside of the European Union, Norway, Switzerland, Great Britain and USA.

The member states of the European Union, Norway, Switzerland, Great Britain and USA have a separate guarantee.

## § 8 Enforcement of the guarantee / guarantor

The warranty claim is to be directed to AXITEC Energy GmbH & Co.KG, Otto Lilienthal-Str. 5, 71034 Boeblingen as guarantor.

The claiming exercise has to be made in writing. It has to contain the following information:

- When was the energy sources purchased? (specify date of purchase upon presentation of the invoice)
- What is the model name/serial number, of the affected source of energy?
- What kind of defect occurred?
- When did the defects occur?
- Which warranty service (replacement/repair) is required?
- Contact information (name/address) of the location of the battery and the insured.
- Contact information (name/address) of the specialist company that carried out the commissioning.
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## § 9 Final provisions

The claim of the customer from this warranty is limited to the services listed in § 2. AXITEC Energy GmbH & Co. KG shall not be liable for delays in the services mentioned in § 2 of the warranty due to force majeure, war, war-like conditions, strikes and other similar circumstances that are outside the area of responsibility of AXITEC Energy GmbH & Co. KG .

The warranty is subject to the law of the Federal Republic of Germany under exclusion of the UN Sales Law and the conflict of laws.

The court of jurisdiction for all disputes arising from this contractual relationship is Stuttgart, Germany.

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