



# Warranty terms and conditions

for stationary lithium battery storage systems from TESVOLT (TS, TPS Series)

As of 01.03.2017

Dear Customer,

we are delighted that you have purchased this TESVOLT product and believe that you have made a good decision.

## 1. Warranty

TESVOLT guarantees, for a period of two years from the time of the original purchase, that the product (TESVOLT Battery Cabinet with the TS Series TESVOLT Battery Management System) has no material and/or workmanship defects.

If the product is found to be defective during the warranty period due to material and/or workmanship defects (from the time of the original purchase), TESVOLT or a service partner will repair or replace the product or its defective part at its own discretion, paying the labour and material costs. TESVOLT or the service partner may replace defective products or parts with new or like-new products or parts, with the replaced products and parts becoming the property of TESVOLT.

## 2. 10-year performance warranty

This 10-year performance warranty is an additional voluntary benefit offered by TESVOLT and covers the capacity of the energy storage system, particularly the lithium battery. It does not cover software (either from TESVOLT or third parties).

The customer is aware that as the energy storage system ages, the storage capacity will decrease, depending on charging frequency and temperature. The service life ends once the capacity limit of 70% of the nominal capacity has been reached.

The 10-year performance warranty takes into account the constant decrease in storage capacity and full charge cycles over time. The warranty begins with the delivery of the energy storage system.



On this basis, TESVOLT guarantees the following number of charge cycles while observing the respective temperatures.

Guaranteed cycles	DOD (depth of discharge)	Temperature range	C-rate (discharge current)	EOL (end of life)	performance warranty
6,500	100%	10°C to 25°C	0.5	70%	Max. 10 years
6,000	100%	23°C ± 5°C	0.5	70%	
3,900	100%	25°C to 45°C	0.5	70%	
5,000	100%	10°C to 25°C	1.0	70%	
4,500	100%	23°C ± 5°C	1.0	70%	
3,000	100%	25°C to 45°C	1.0	70%	

Within the warranty period, and before the guaranteed charge cycles stated above have been reached, an 85% DC efficiency of the battery at the given temperatures will still be guaranteed within a period of 10 years.

### 3. 5-year parts warranty

This 5-year parts warranty is also another additional voluntary benefit offered by TESVOLT and refers to the following components:

- Active Battery Optimiser (ABO)
- Active Power Unit (APU)

TESVOLT guarantees the functionality of the parts above for a period of 5 years from the time when the energy storage system is handed over to the customer, for defects to the components that are evidently a material and/or manufacturing defect.

### 4. Claim conditions

4.1 Warranty services are only provided if TESVOLT is informed of the product defect in writing within the warranty period. The warranty begins upon handover of the energy storage system. The customer must present the original receipt, unless the customer did not personally purchase the energy storage system from TESVOLT.



TESVOLT and the service partner reserve the right to refuse to provide the free warranty service if the receipt is not presented.

4.2. TESSVOLT or the service partner is authorised to invoice inspection costs of € 95.00 per hour if

- the inspection of your product by TESSVOLT or the service partner shows that you are not entitled to warranty claims, for whatever reason;
- no defects were found during the inspection of your product and your device works without error. The final customer can find out the inspection fee from the dealer or service partner in advance.

## 5. **Warranty exclusions and limitations**

TESVOLT is obligated under this performance warranty only to repair or replace products which are subject to these warranty terms and conditions.

TESVOLT is not liable for material or immaterial losses or damages which may arise, either directly or indirectly or as a result of products or services of this warranty or otherwise, such as the purchase price, loss of profits, loss of income, loss of data, immaterial damages or damages resulting from the unavailability of the product or associated components. Incidental costs for defective products, such as technician fees or delivery and transport costs shall be borne by the customer.

Any warranty service is excluded

- if the energy storage system was not installed or operated according to the terms of use and installation (damages must not be caused by usual wear and tear and / or improper or incorrect use) and/or the defects on the device were not caused by a material and/or manufacturing defect (the energy storage system must not be exposed to incorrect or unusual vibrations, voltages, power and temperatures of more than 45°C and/or below 10°C);
- if the customer does not inform TESSVOLT of the defect within the warranty period starting from the time of handover;
- if the serial number on the product can no longer be identified or has been modified;
- if the customer cannot present a report from a certified test institute that proves the defect, taking measuring errors into consideration;
- if the device was damaged during transport, but was still used by the customer.
- if the energy storage system has not been operated for at least 6 months;



- if force majeure (e.g. natural catastrophes, such as flooding, fires, earthquakes, lightning or other abnormal environmental conditions, war, etc.) has resulted in damage to the energy storage system;
- the customer does not grant TESVOLT or a third-party provider access to the performance data of the memory in the energy storage system and/or manipulates the data. If the customer refuses to install software updates provided by TESVOLT.

## **6. Fulfilment**

- 6.1. TESVOLT shall decide on the measure to rectify the defect at its own discretion. Parts are to be repaired or the product is to be replaced on the basis of replacement with a product of the same quality but not necessarily the same type, either a new product or a repaired product that functions like a new product. TESVOLT is authorised to repair the parts or have the repairs carried out. If the product is worn out before the warranty period expires, TESVOLT can either provide a new product or a replacement product with a comparable quality and specifications as the worn-out product. TESVOLT will replace the product so that at least the guaranteed minimum performance is restored.
- 6.2. The product handed over by the customer becomes the property of TESVOLT after the replacement.
- 6.3. The warranty for the repaired or replaced parts will be included in the remaining warranty period.

## **7. Miscellaneous**

- 7.1 The contact for all questions and warranty claims is TESVOLT GmbH, Am Alten Bahnhof 10, D-06886 Lutherstadt Wittenberg.
- 7.2 These warranty terms and conditions apply to the end consumer and are enclosed with the product. Warranty claims are only transferable after obtaining permission from TESVOLT.
- 7.3 This warranty is governed exclusively by German substantive law. The place of fulfilment is Lutherstadt Wittenberg. The legal enforcement of claims under this warranty must be made within one year, starting from the date of notification of claims under this warranty against the guarantor, otherwise it is excluded.
- 7.4 Consumers may be entitled to legal rights regarding the sale of goods according to national law. This warranty does not limit your possible statutory rights or your rights arising from the purchase contract.



- 7.5 For this performance warranty the end consumer is only entitled to claims which are named under this warranty.
- 7.6 The invalidity of individual provisions of this warranty shall not affect the validity of the remaining provisions.