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## Factory warranty for the AXIstorage Li SH valid from May 18, 2022.

### Preamble

The AXIstorage Li SH is a modular lithium-ion energy storage system that stores the generated surplus solar energy in battery modules for later use. AXITEC Energy GmbH & Co. KG sets great importance to the high quality of its products. All required approval tests have been fulfilled.

### § 1 General information

#### **AXITEC Energy GmbH & Co. KG grants the end customer a performance guarantee for the battery module / battery storage according to the following conditions.**

The legal rights of the customer (warranty), i.e. subsequent performance, withdrawal, reduction, compensation, are not affected by these warranty conditions. The guarantee conditions apply beside and in addition to the legal and contractual guarantee or product liability rights of the guarantee recipient. The use of such statutory warranty rights is free of charge.

The following guarantees for the AXIstorage Li SH energy storage system are conclusive.

### § 2 AXITEC Factory warranty

AXITEC Energy GmbH & Co. KG guarantees the end customer in accordance with the following conditions for a period of 10 years from the date of the invoice to the end customer, but for a maximum period of 10 years and 3 months from the date of dispatch from the factory, a usable energy content of at least 60% (in EU and UK) or the minimum energy throughput is reached, whichever occurs first, provided that the product is operated under normal operating conditions in accordance with the installation instructions available under [www.axitecsolar.com](http://www.axitecsolar.com).

The minimum energy throughput is the total energy output of the battery modules recorded via the system.

The usable energy and the minimum energy throughput for each expansion level are shown in the following table:

Number of Energypacks	Usable energy [kWh]	Minimum energy throughput [MWh]
3	7.5	24.2
4	10.0	32.3
5	12.5	40.4
6	15.0	48.5

*The remaining capacity is determined at the DC output of the battery system of a battery system fully charged with 0.2c (cut-off 0.05c), break for 10 minutes and then discharge with 0.2c until the final charge voltage is reached at a temperature between 20 and 25°C, in compliance with the power requirements of the battery system.*

The obligations of customers who are entrepreneurs within the meaning of the German Commercial Code (HGB) according to § 377 HGB remain unaffected.

If the first purchaser purchases additional battery modules (retrofit / extension) after the initial installation of the product, the warranty described in § 2 shall also apply to the retrofitted modules from the date specified in the invoice issued by the seller for the first purchaser.

The warranty is not transferable.

### § 3 Warranty conditions

1. Requirement for the warranty is proper handling of the battery according to the specifications of the cell manufacturer, such as for example:
  - a. Storage temperature
    - <1 year: -20~20°C
    - <3 months: -20~40°C
    - <1 month: -20~50°C
  - b. Storage conditions:
    - At the beginning of the storage period the capacity must be >30%.
    - A complete charge-discharge cycle within 18 months.
    - 25 to 50%RH
2. The warranty is only valid if the battery is operated as described in the operating instructions in connection with the approved inverters [Status September 15, 2021: SMA Solar: Sunny Boy Storage 3.7/5.0/6.0; KOSTAL: PLENTICORE plus 3.0-10, PLENTICORE BI 5.5/13 / 5.5/26 / 10/26]
3. The product was operated in accordance with the installation and operating specifications specified by AXITEC Energy GmbH & Co. KG (installation instructions available at [www.axitecsolar.com](http://www.axitecsolar.com)).
4. The product has been checked at regular intervals, at least once a year, for the latest operating software and the latest version of the operating software has been installed.

### § 4 Warranty service

In the case of a warranty claim, the customer must inform the guarantor AXITEC Energy GmbH & Co. KG. AXITEC Energy GmbH & Co. KG will then either carry out a professional repair or replace the product with a new/equivalent product. 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 become the property of AXITEC Energy GmbH & Co. KG.

In a warranty case AXITEC will replace the defective AXITEC-battery as follows:

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| Step 1:  | Replacement delivery of a new AXITEC replacement battery from the beginning of the current value replacement guarantee period until 24 months later. |
| Step 2:  | 80 % of the purchasing price for months 25 to 36 from the beginning of the fair value replacement guarantee period.                                  |
| Step 3:  | 70 % of the purchasing price for months 37 to 48 from the beginning of the fair value replacement guarantee period.                                  |
| Step 4:  | 60 % of the purchasing price for months 49 to 60 from the beginning of the fair value replacement guarantee period.                                  |
| Step 5:  | 50 % of the purchasing price for months 61 to 72 from the beginning of the fair value replacement guarantee period.                                  |
| Step 6:  | 40 % of the purchasing price for the months 73 to 84 from the beginning of the fair value replacement guarantee period.                              |
| Step 7:  | 30 % of the purchasing price for the months 85 to 96 from the beginning of the fair value replacement guarantee period.                              |
| Step 8:  | 20 % of the purchasing price for months 97 to 108 from the beginning of the fair value replacement guarantee period.                                 |
| Step 9:  | 10 % of the purchasing price for months 109 to 120 from the beginning of the fair value replacement guarantee period.                                |
| Step 10: | 0 % from 121 months from the beginning of the fair value replacement guarantee.  |



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If, in the course of the examination, it is established that there is no case under warranty, the policyholder must pay the costs incurred by the guarantor for the examination.

#### **§ 5 Limitation of warranty, Exclusion of warranty**

1. The warranty period ends prematurely if the battery module reaches the minimum energy throughput according to the table in § 2 before the warranty period expires.
2. Excluded from the warranty are defects caused by use and such defects that are due to improper and/or inappropriate use, especially defects caused by mechanical damage (recognizable by damage to the housing).
3. The guarantee does not cover damage to the product caused by
  - the product having been stored unused for more than 6 months and/or by failure to comply with the specified temperature ranges according to Axitec instructions,
  - exceeding the maximum usage time of 10 years
  - falling below the minimum energy throughput
  - the product has not been installed by a specialist company in accordance with its intended use and/or the installation instructions,
  - the product has not been stored, transported, assembled, installed, operated and/or repaired in accordance with the recognized rules of technology, the product has not been used for its intended purpose
  - the product has been modified without written permission from AXITEC,
  - the product has been opened without prior written permission from AXITEC,
  - the firmware or other data in the product has been changed without prior written permission from AXITEC.
  - the article number or markings on components have been removed, altered or falsified on the product,
  - the damage was caused by moisture or water ingress
  - the product was exposed to force majeure (lightning/hail/fire/vandalism).
4. Not covered by the warranty are
  - usual maintenance or maintenance according to service interval for storage batteries,
  - towing, transport, external services, overtime surcharges, production costs on the owner's side, lending of special equipment and testing devices, etc.
  - transport of the product from the customer to AXITEC Energy GmbH & Co. KG or a service partner.
5. Only direct damage is covered by the warranty. Indirect damage, in particular incidental and consequential damage, with regard to both personal injury and property damage, is not covered. Incidental damages are in particular inspection, dismantling and disposal costs. Also not included are loss of profit, damage to reputation, etc.  
The legal liability remains unaffected by this.

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## § 6 Limitation of the scope of warranty

1. The total liability for a product under warranty is limited to the purchase price to be paid by the guarantee holder.
2. The fulfillment of warranty services does not trigger a new warranty of its own.

## § 7 Limitation of liability

1. Claims for damages and reimbursement of expenses against AXITEC Energy GmbH & Co. KG arising from or in connection with this guarantee or the guarantee services, regardless of the legal basis, are excluded.  
In particular, AXITEC Energy GmbH & Co. KG is not liable for loss of profit and turnover, loss of use and production, shutdown, loss of data, financing costs, consequential and indirect damages. This also applies if such damages occur to a third party.
2. The above exclusions of liability do not apply in case of liability of AXITEC Energy GmbH & Co. KG according to the Product Liability Act, due to intent or gross negligence, due to culpable injury to life, body or health or due to the violation of essential guarantee obligations, i.e. such obligations which make the proper fulfillment of the promises under the guarantee possible in the first place and on whose compliance the end customer regularly relies and may rely. However, damages for the violation of essential guarantee obligations are limited to the foreseeable damage typical for the contract, unless intent or gross negligence is involved or liability is assumed due to injury to life, body or health or under the Product Liability Act.

## § 8 Territorial scope of the warranty

The warranty is limited to European Union (without Germany, Austria and Switzerland), UK.

## § 9 Assertion of warranty/guarantor

The guarantee is to be claimed against AXITEC Energy GmbH & Co. KG, Otto-Lilienthal-Str. 5, 71034 Böblingen

The assertion must be made in writing. It must contain the following information:

- When was the energy source purchased? (Indicate the date of purchase by presenting the invoice)
- What is the model designation/serial number of the affected energy carrier?
- Which defect has occurred?
- When did the defect occur?
- Contact details of the location of the battery
- Contact details of the company that carried out the commissioning

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## § 10 Final provisions

1. The guarantee declaration is subject to the law of the Federal Republic of Germany to the exclusion of the UN Sales Convention.
2. Should individual provisions of these warranty provisions be or become invalid, this shall not affect the validity of the remaining provisions.
3. Place of jurisdiction is Stuttgart, Germany.

Böblingen, May 18, 2022

A handwritten signature in blue ink, appearing to be "S. Wiedmann".

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Steffen Wiedmann, CEO