

## Product Guarantee

for the Power Conversion System (PCS) of TESVOLT AG

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### PREAMBLE

TESVOLT AG ("TESVOLT") develops and manufactures high-quality battery storage systems based on lithium ions ("TESVOLT storage system"). TESVOLT storage systems include the housing, the battery modules consisting of several battery cells, the wiring and fuses, the Active Battery Optimizer (ABO) and the Active Power Unit (APU) as well as the operating software installed on the TESVOLT storage system. Exceeding components that are possibly included in the scope of delivery of the TESVOLT storage system, e.g. the power conversion system or the energy management system, are not part of the TESVOLT storage system and are not covered by the TESVOLT manufacturer's guarantee for the respective series. For the TESVOLT PCS power conversion system of the manufacturer Maschinenfabrik Reinhausen GmbH, TESVOLT provides the following independent product guarantee to its customers.

**1. Who issues the guarantee?**

The issuer of this guarantee and contact for all questions and the assertion of guarantee claims is TESVOLT AG, Am Heideberg 31, D-06886 Lutherstadt Wittenberg, registered at the Stendal local district court with the registration number HRB 31785.

**2. Which products are covered by the guarantee?**

This guarantee applies exclusively to TESVOLT power conversion systems of the type TESVOLT PCS sold together with TESVOLT battery storage units, which have been installed and commissioned by TESVOLT or by a third party authorized and qualified by TESVOLT ("service partner") and the commissioning of which has been notified to TESVOLT within a period of 31 calendar days by means of a filled out and signed protocol by post, fax or e-mail ([service@tesvolt.com](mailto:service@tesvolt.com)) ("products entitled to the guarantee"). The commissioning protocol is included with the product or can be downloaded from the TESVOLT website or requested from TESVOLT.

**3. Who can claim rights under this guarantee?**

Claims from this guarantee may only be made by operators of TESVOLT battery storage systems ("person entitled to the guarantee") who have lawfully and without modification purchased the product entitled to the guarantee directly or indirectly, through one or more intermediaries, from TESVOLT, as well as their legal successors. Other entrepreneurs or companies are not entitled to make claims against TESVOLT from this product guarantee. The guarantee is given exclusively to entrepreneurs or companies, but not to consumers.

**4. How long is the guarantee period?**

- 4.1. The guarantee period is five years. It starts with the initial commissioning of the product entitled to the guarantee, but no later than six months after the dispatch of the product entitled to the guarantee from the TESVOLT factory. The date of dispatch is stated on the delivery note or can be requested from TESVOLT.
- 4.2. The guarantee shall also apply to a replacement product for a product covered by the guarantee, which is replaced as a result of a guarantee claim in fulfillment of the guarantee claims in accordance with Section 9. Even in this case, the guarantee period shall remain limited to the guarantee period for the first product entitled to the guarantee and shall not be extended.

**5. Where does the guarantee apply?**

The guarantee is applicable worldwide.

**6. How does the guarantee relate to other claims of the person entitled to the guarantee?**

- 6.1. The guarantee grants the person entitled to the guarantee direct claims to the extent and in accordance with the provisions of this guarantee against TESVOLT.
- 6.2. Warranty claims against the respective seller of the TESVOLT storage system as well as other statutory claims, e.g. from the German Product Liability Act (ProdHaftG), remain unaffected by the guarantee. This shall also apply if the seller of the TESVOLT storage system is TESVOLT itself.
- 6.3. Claims of the person entitled to the guarantee from a TESVOLT manufacturer's guarantee for the storage systems shall also remain unaffected by this guarantee. This also applies to any claims of the person entitled to the guarantee against the manufacturer of the PCS, Maschinenfabrik Reinhausen GmbH, from any existing manufacturer's guarantee.

**7. What does the guarantee cover?**

- 7.1. TESVOLT guarantees that the PCS will be free from defects that significantly affect the functionality of the PCS during the guarantee period.

- 7.2. The following components are excluded from this product guarantee:
- 7.2.1. all components that are not part of the PCS product, including in particular installed cables, controls, accumulators, batteries, current transformers, voltage transformers and communication devices,
  - 7.2.2. the software installed on the PCS,
  - 7.2.3. consumables and parts of the PCS that are subject to regular wear and tear (including in particular fans, fuses and filter mats), and
  - 7.2.4. aesthetic or surface defects that have no direct effect on the operation or on form, fit and function.

## **8. When does a guarantee case occur?**

A guarantee case occurs if a defect occurs in the product entitled to the guarantee during the guarantee period, which significantly impairs the functionality of the product entitled to the guarantee.

## **9. What guarantee services does TESVOLT have to provide?**

- 9.1. In the event of a guarantee case, TESVOLT shall, at its own discretion and in accordance with the provisions of the Sections 9.2 to 9.9
- 9.1.1. have the product entitled to the guarantee or the affected component of the product entitled to the guarantee
    - a. replaced with a replacement product that is equivalent in terms of product type and age at the location of the product entitled to the guarantee,
    - b. repaired at the location of the product entitled to the guarantee, or
    - c. repaired at a location chosen by TESVOLT; or
  - 9.1.2. have the person entitled to the guarantee compensated with the market value that the product entitled to the guarantee or the affected part of the product entitled to the guarantee would have without the defect.
- 9.2. If TESVOLT chooses the replacement of the product entitled to the guarantee at the location of the product entitled to the guarantee according to Section 9.1.1. lit. a, TESVOLT will, at its own discretion, either a) send a replacement in advance or after an advance payment of the value of the replacement and the delivery costs or b) after receipt of the defective product. If requested by TESVOLT, the person entitled to the guarantee shall return the defective product in suitable transport packaging to an address specified by TESVOLT in the same country from which the replacement is sent, at his own risk, or dispose of it properly according to instructions given by TESVOLT. Optional accessories must be carefully removed from the returned product before shipment and stored for further use with the replacement. Instructions from TESVOLT for proper return or disposal of the defective product must be followed. All costs incurred by removing the defective product, assembling the replacement, shipping the replacement and returning the defective product (including costs for export certificates, inspections, and customs duties), as well as any costs for proper disposal shall be borne in full by the person entitled to the guarantee. TESVOLT retains ownership of the delivered replacement until the defective product is received. If TESVOLT chooses to demand the advance payment of the value of the replacement from the person entitled to the guarantee prior to shipping the replacement, TESVOLT will reimburse the person entitled to the guarantee for the amount received, to the extent and as soon as the person entitled to the guarantee has returned the defective product to TESVOLT and the defective product only has the defects that were previously notified to TESVOLT. If the person entitled to the guarantee returns the defective product to TESVOLT more than thirty (30) calendar days after receipt of the replacement, TESVOLT has the right to charge the person entitled to the guarantee for the cost of managing the overdue return. Returns will only be accepted if a valid transaction number issued by TESVOLT is clearly visible on the packaging of the returned product.

- 9.3. If TESVOLT chooses to repair the product entitled to the guarantee at the location of the product entitled to the guarantee according to Section 9.1.1. lit. b, the guarantee covers the material for the repair and the labour costs for the removal of the defective product, the repair or replacement of the product and, if applicable, the installation of the replacement, provided that the product is installed on the first floor or in a place that can be reached safely. All other costs, including costs for transportation, export certificates, inspections, customs duties, costs for safe alternative access to the installation site, travel or accommodation expenses of TESVOLT shall be borne in full by the person entitled to the guarantee.
- 9.4. If TESVOLT chooses to have the product entitled to the guarantee repaired by TESVOLT or a third party designated by TESVOLT according to Section 9.1.1. lit. c, the person entitled to the guarantee is obliged to disassemble the defective product himself and send it to the address designated by TESVOLT in a suitable transport packaging at his own risk for repair. After repair of the product, TESVOLT or the third party designated by TESVOLT will return the repaired product to the person entitled to the guarantee. All costs arising from removing and replacing the product, from shipping the product entitled to the guarantee to the designated address and for returning the repaired product to the person entitled to the guarantee (including costs of transportation, export certificates, inspections and customs duties) shall be borne in full by the person entitled to the guarantee.
- 9.5. If a guarantee service by TESVOLT fails, TESVOLT shall be entitled to provide the same or another form of guarantee service repeatedly, unless this is intolerable for the person entitled to the guarantee.
- 9.6. The Person entitled to the guarantee must accept a replacement that is equivalent in terms of product type and age even if it has cosmetic defects or minor functional impairments without relevance to the specific use by the person entitled to the guarantee which do not affect the safety conformity of the product entitled to the guarantee.
- 9.7. TESVOLT shall use new and/or as-new parts in original or improved version at its own discretion when providing guarantee services.
- 9.8. With the installation of the replacement product or the replacement component, the original product or the original component becomes the property of TESVOLT, unless stipulated otherwise. Components exchanged by way of repair shall also become the property of TESVOLT.
- 9.9. Insofar as the inspection by TESVOLT or a third party designated by TESVOLT shows that the person entitled to the guarantee has no guarantee claim or that the guarantee claim is excluded in accordance with Section 12, TESVOLT may demand reimbursement from the person entitled to the guarantee for the expenses incurred for the inspection. Should the person entitled to the guarantee also request other unnecessary or unauthorized services and/or replacement from this guarantee, TESVOLT is also entitled to charge the person entitled to the guarantee for the costs incurred and the time spent.

#### **10. What must be taken into account when making a claim under the guarantee?**

- 10.1. TESVOLT must be notified in writing or by e-mail ([service@tesvolt.com](mailto:service@tesvolt.com)) of the assertion of guarantee claims within the guarantee period.
- 10.2. In its notification, the person entitled to the guarantee must provide TESVOLT with the following data and documents:
  - 10.2.1. serial number of the product;
  - 10.2.2. original invoice, unless the person entitled to the guarantee has purchased the PCS directly from TESVOLT; and
  - 10.2.3. suitable proof of the time of the initial installation of the PCS, e.g. a commissioning protocol or the logging file.

#### **11. How does the person entitled to the guarantee have to contribute to the verification of the guarantee case?**

- 11.1. The person entitled to the guarantee shall, according to the possibilities at his disposal, transfer the logging file of the product entitled to the guarantee to TESVOLT or the service partner commissioned by TESVOLT,

- to provide TESSVOLT or the service partner commissioned by TESSVOLT access to the logging file or make all necessary declarations to third parties so that TESSVOLT or the service partner commissioned by TESSVOLT receives the logging file or access to the logging file from the third party.
- 11.2. The person entitled to the guarantee shall provide TESSVOLT or the service partner commissioned by TESSVOLT with remote access to the TESSVOLT monitoring software contained in the TESSVOLT storage system, e.g. BATMON. TESSVOLT or the service partner commissioned by TESSVOLT shall instruct the person entitled to the guarantee how to do so.
  - 11.3. The person entitled to the guarantee shall provide TESSVOLT, upon request, with information, such as maintenance protocols on repair, care and maintenance measures carried out on the PCS as well as the TESSVOLT storage system.
  - 11.4. For the purpose of the verification whether a guarantee case has occurred and for the purpose of performing guarantee services, the person entitled to the guarantee shall grant TESSVOLT unrestricted access to the product entitled to the guarantee.
  - 11.5. The person entitled to the guarantee or his representative with electrical engineering training is obliged to report a defect to the TESSVOLT Service Center according to the procedure described below:
    - 11.5.1. At the request of TESSVOLT, the person entitled to the guarantee will provide a qualified service technician as a TESSVOLT contact person for proper fault diagnosis at the location of the product entitled to the guarantee. The qualified service technician must be equipped with a high quality digital AC/DC voltmeter and the necessary tools as specified in the equipment manual.
    - 11.5.2. The qualified service technician may be requested by TESSVOLT to read out device data via USB, SD card or Ethernet, depending on the product type, and/or to perform a voltage measurement and read error codes from the product entitled to the guarantee.
    - 11.5.3. Further information may also be required for error diagnosis, including in particular:
      - a. Type designation
      - b. Installation location
      - c. Date of initial commissioning
      - d. Connection diagram
      - e. Detailed information about the TESSVOLT battery storage system
      - f. Description of any conversions that may have been made to the product entitled to the guarantee.

## **12. When are guarantee claims excluded?**

- 12.1. The guarantee does not cover products or components entitled to the guarantee that have been impaired, damaged or destroyed due to one or more of the following circumstances:
  - 12.1.1. They have not been stored, transported, set up or installed in an appropriate and professional manner, in accordance with technical standards and regulations, in accordance with the respective installation manual, technical documentation and manuals as well as the requirements contained therein and related protocols and in accordance with instructions sent to the person entitled to the guarantee.
  - 12.1.2. They have not been commissioned by TESSVOLT or a service partner of TESSVOLT.
  - 12.1.3. They have been operated contrary to their intended use or contrary to the instructions in the respective installation manual.
  - 12.1.4. They have been operated in conjunction with other power electronics that are not foreseen in the respective installation manual, unless the use of such power electronics has been approved by TESSVOLT prior to the initial installation of the TESSVOLT storage system.
  - 12.1.5. They have not been operated for a period of more than six months from after the dispatch of the product entitled to the guarantee from the TESSVOLT factory the date of the dispatching by TESSVOLT (ex works).

- 12.1.6. They were constantly out of operation for a period of more than six months after their initial installation.
- 12.1.7. They have not been maintained properly and professionally or according to technical standards, in particular not in accordance with the maintenance instructions of the respective installation manual.
- 12.1.8. Software updates or upgrades provided and recommended by TESVOLT or a service partner have not been installed.
- 12.1.9. They have been improperly altered by the person entitled to the guarantee or third parties or have been subject to improper interference, modification or repair attempts for other reasons that have not been approved by TESVOLT.
- 12.1.10. They have been exposed to an improperly forced connection or disconnection or an impermissible AC or DC voltage.
- 12.1.11. They have been installed or operated in contradiction with relevant safety regulations (e.g. UL, CSA, VDE, IEC), or
- 12.1.12. They have been exposed to force majeure (in particular lightning, fire, earthquakes, natural disasters, overvoltage) or harmful environmental conditions such as insufficient ventilation, pest infestation, air pollution, salt water or sulphur corrosion or have been operated outside the environmental conditions specified by TESVOLT.
- 12.2. Claims under this guarantee are also excluded,
  - 12.2.1. if the commissioning protocol is not sent to TESVOLT by letter mail, fax or e-mail within 31 calendar days after commissioning,
  - 12.2.2. if the guarantee claim has not been notified to TESVOLT within the guarantee period,
  - 12.2.3. if the guarantee claim has not been notified to TESVOLT within six months after the person entitled to the guarantee has gained knowledge of the guarantee claim or should have gained knowledge without gross negligence,
  - 12.2.4. if the person entitled to the guarantee refuses TESVOLT or a third party authorized by TESVOLT to access the logging file of the TESVOLT storage system or the monitoring software of TESVOLT, or if the person entitled to the guarantee or a third party has manipulated or deleted the logging file, the monitoring software of TESVOLT or data relevant for the examination of the guarantee case,
  - 12.2.5. if seals have been removed from the product entitled to the guarantee, or
  - 12.2.6. if the nameplate on the product entitled to the guarantee is no longer fully legible or has been modified.

### **13. What are the limits of the liability of TESVOLT under this guarantee?**

- 13.1. Any claims in excess of the guarantee claims according to Section 9, in particular claims for damages and reimbursement of expenses against TESVOLT, shall be excluded from the liability of TESVOLT under this guarantee. In particular, TESVOLT shall not be liable under this guarantee for any direct or indirect damage caused by the defect of the product entitled to the guarantee to other property of the person entitled to the guarantee, loss of profit or revenue, loss of use or production, costs incurred by disassembly or installation, loss of power generation, business interruption, loss of data, financing costs, consequential or indirect damages. This shall also apply if such damages occurs to a third party.
- 13.2. The aforementioned exclusions and limitations of liability shall not apply in the event of liability on the part of TESVOLT due to a grossly negligent or intentional breach of duty, due to culpable injury to life, body or health or due to the violation of essential contractual obligations, i.e. obligations whose fulfilment is a prerequisite for the proper performance of the contract and whose observance the person entitled to the guarantee regularly relies on and may rely on. Damages for the breach of essential contractual obligations shall, however, be limited to the foreseeable damage typical for this type of contract, unless intent or gross negligence is involved or liability is assumed for injury to life, limb or health.

**14. May the guarantee be transferred to a third party?**

The guarantee including the resulting guarantee claims can only be transferred to a third party by a person entitled to the guarantee with the prior written consent of TESVOLT. However, the person entitled to the guarantee may designate a third party to assert his claims from this guarantee.

**15. When do claims under this guarantee expire?**

Claims under the guarantee shall become statute-barred twelve months after TESVOLT has definitively refused to fulfil the claims asserted by the person entitled to the guarantee.

**16. Which law and which place of jurisdiction do apply?**

- 16.1. TESVOLT reserves the right to have all or part of the obligations from this guarantee performed by third parties authorized by TESVOLT.
- 16.2. All claims under or in connection with this guarantee shall be governed by German law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 16.3. The exclusive place of jurisdiction for all disputes arising from or in connection with this agreement shall be the registered office of TESVOLT.
- 16.4. Should one or more provisions of this guarantee agreement be or become invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions of this agreement.