

SOLARWATT WARRANTY CONDITIONS for "MyReserve" STORAGE BATTERY

CONSUMER LAW

This is a manufacturer's warranty provided by SOLARWATT. It contains rights separate to rights provided by consumer law, including but not limited to those relating to defective goods under the Consumer Rights Act 2015.

As such, these warranty benefits are in addition to, and not instead of, rights provided by consumer law.

A Scope

1. These warranty conditions apply to the products "MyReserve 500" and "MyReserve 800". The overall products SOLARWATT MyReserve 500 and SOLARWATT MyReserve 800 (hereinafter jointly referred to as the "Product") consist of different components, including the SOLARWATT MR PACK 2.2 battery module (hereinafter referred to as the "Battery Module") and other components such as the housing, the power electronics, cabling and switches.
2. SOLARWATT GmbH (hereinafter referred to as "SOLARWATT") provides the End Customer with a Product Warranty (B.1) and a Performance Warranty (B.2) pursuant to the conditions set out below. The Performance Warranty (B.2) applies to the Battery Module only and not to other Product components. The Product Warranty applies to the Battery Module and the other Product components.
3. The Warranty pursuant to these warranty conditions applies to Products which the End Customer purchases in the United Kingdom. The Warranty pursuant to these warranty conditions shall remain unaffected even if the End Customer transfers the Product to and operates the Product in a different country afterwards.
4. These warranty conditions do not affect any of the End Customer' rights to insurance benefits if SOLARWATT Full Coverage conditions applies.

B Warranty

1. SOLARWATT guarantees the End Customer that the Product is free of material and processing defects which have an impact on the Product's correct functioning ("Product Warranty") pursuant to these warranty conditions. This Product Warranty applies for the shorter of:
 - a) five years starting from the date the End Customer purchased the Product; or

- b) five years and six months after the Product is shipped from the factory.

End Customers can contact SOLARWATT at claim@solarwatt.net to find out the date that their Product was shipped from the factory.

2. SOLARWATT guarantees the End Customer pursuant to these warranty conditions that each installed Battery Module is able to provide a usable capacity equal to at least 80% of the usable capacity available at the time that Battery Module concerned was installed until one of the following events has occurred:
 - a) ten years have elapsed since the End Customer purchased the Product; or
 - b) 4,100 full battery cycles have been reached; or
 - c) ten years and six months have elapsed since the date of shipment from the factory.

("the Performance Warranty").

A full battery cycle is reached if the Battery Module of the Product has been completely charged and discharged with an amount of energy corresponding to the usable capacity of the Battery Module. For example, a full cycle is reached if the Battery Module is fully charged starting from an initial charging status of 50 % of the usable capacity, discharged by the half of the usable capacity, completely recharged and again discharged by the half of the usable capacity).

3. The Performance and Product Warranties (hereinafter also referred to as the "Warranty") are provided exclusively to the End Customer. "End Customer" is the purchaser of the Product who has acquired it from an authorized SOLARWATT dealer for its own domestic use and not for the purpose of further sale or any other type of commercial exploitation.
4. Any valid Product Warranty or Performance Warranty claim submitted by an End Customer in accordance with these warranty conditions shall be referred to in this document as a "Valid Warranty Claim".

C SOLARWATT Warranty services

1. If a Valid Warranty Claim is made during the relevant warranty period, SOLARWATT will, at its sole discretion:
 - a) repair the Product, the Product component concerned, or the Battery Module at the End Customer's site; or
 - b) repair the Product, the Product component concerned, or the Battery Module at SOLARWATT's or a third party's facilities; or
 - c) supply the End Customer with an equivalent replacement Product, an equivalent replacement Product component, or an equivalent replacement Battery Module.

If the original Product, the Product component, or Battery Module is no longer manufactured in series production, SOLARWATT reserves the right to supply a replacement Product, Product component, or Battery Module which provides the same or comparable functions.

2. If SOLARWATT replaces a Product under C.1.c), title to the original Product, Product component, or Battery Module replaced by SOLARWATT will pass to SOLARWATT once the End Customer receives the replacement Product, component, or Battery Module. The title in any components replaced during repair, including Battery Modules, passes to SOLARWATT as well. The relevant warranty period for a Product, Product Component or Battery Module does not begin again. Rather, the remaining time of the original warranty period applies for the supplied replacement Products, replacement Product components, replacement Battery Modules, and any components replaced during repair, including Battery Modules.
3. If SOLARWATT repairs the Product, the Product component, or the Battery Module at SOLARWATT's or a third party's facility pursuant to Section C.1.b) or supplies an equivalent replacement Product, an equivalent replacement Product component, or an equivalent replacement Battery Module pursuant to Section C.1.c), SOLARWATT will engage a carrier who will collect the affected Product from the End Customer's site. If the claim is a Valid Warranty Claim, SOLARWATT will bear the arising collection and delivery costs. However, SOLARWATT may demand compensation of any reasonable costs incurred in collecting the Product and returning the repaired Product by the End Customer if the End Customer knew or gross negligently did not know that no Valid Warranty Claim was given.

If SOLARWATT repairs the Product, the Product component, or the Battery Module at SOLARWATT's or a third party's facility pursuant to Section C.1.b) or supplies an equivalent replacement Product, an equivalent replacement Product component, or an equivalent replacement Battery Module pursuant to Section C.1.c), the costs for dismounting of the original

Product, Product component, or Battery Module and re-installation if the equivalent replacement Product, the equivalent replacement Product component, or the equivalent replacement Battery Module are not covered by this warranty. The End Customer bears any such costs.

4. If the End Customer submits a claim under this Warranty that SOLARWATT reasonably determines is not Valid Warranty Claim, SOLARWATT reserves the right to invoice the End Customer for any reasonable costs incurred in collecting, inspecting or returning the relevant Product, provided that the End Customer knew or gross negligently did not know that no Valid Warranty Claim was given.
5. If a warranty service provided by SOLARWATT is not successful, SOLARWATT is entitled to repeat the same warranty service measure or provide another form of remedy unless this is unreasonable for the End Customer.

D Exclusion of the Warranty

1. The Warranty does not apply to Products, Product components or Battery Modules which are impaired, damaged, or destroyed due to the fact that:
 - a) they have been stored or transported recklessly, or without reasonable skill and care by the End Customer or a third party;
 - b) they have not been installed, dismantled, or re-installed according to SOLARWATT's installation and operating instructions and according to acknowledged rules of technology;
 - c) they have been operated in contradiction to their intended purpose and, in particular, in contradiction to the installation and operating instructions;
 - d) they have not been maintained properly, in particular, not pursuant to the maintenance instructions in the installation and operating instructions;
 - e) the End Customer or a third party has modified them incorrectly or they have been damaged intentionally or subject to any other inappropriate action; or
 - f) they have been exposed to a force majeure, in particular, criminal damage, lightning strike, fire, or natural disasters.

The Warranty does not cover Battery Modules which are impaired, damaged, or destroyed, because they have not been used for more than six months in a Product which was installed in a photovoltaic system and which was operated within this photovoltaic system.

2. The End Customer's warranty claim is not valid if the notification period set forth in Section E.2 is exceeded unless the End Customer has not culpably exceeded this notification period.

E Conditions for submitting warranty claims


1. It is a prerequisite for the assertion of warranty claims that relevant Product has been **registered at www.solarwatt.de within three (3) months** of the date the End Customer took delivery of the Product.
2. If an obvious Valid Warranty Claim arises, the End Customer must submit a claim to SOLARWATT in writing using the claim form available at www.solarwatt.de **within four (4) weeks** of discovering the relevant fault. When submitting a warranty claim, End Customers must provide a copy of the original invoice issued by the SOLARWATT product dealer. Further documentation or information (e.g. photos or records) shall be provided to SOLARWATT upon request if necessary to prove that the claim is a Valid Warranty Claim (including evidence that the warranty has not been excluded under Part D where necessary).
3. For the avoidance of doubt, the End Customer is solely responsible for proving that any claim submitted under this warranty is a Valid Warranty Claim and SOLARWATT reserves the right to reject any claim that it considers has not been adequately substantiated.

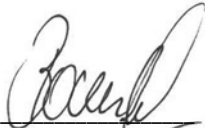
F Transfer to a new owner

If the End Customer sells and transfers the title to the Product on, this Warranty is transferred to the new owner of the Product to the extent of the remaining warranty period. The respective new owner is then considered the End Customer for the purposes of these warranty conditions. In this event, this Warranty expires for the prior End Customer.

Warrantor:

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Detlef Neuhäus
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Dresden, 01.02.2017

G Limitation of liability

1. SOLARWATT is not responsible for loss, damages or expenses in any of the following circumstances:
 - (a) where the claim does not arise as a result of a Valid Warranty Claim;
 - (b) damage to third party property;
 - (c) loss that was not foreseeable to both parties when this contract was formed; or
 - (d) loss of data, business losses and any other losses to non-consumers (including where the End Customer is an entrepreneur).
2. The limits of liability set out at G.1 above shall not apply in cases of:
 - (a) death or personal injury;
 - (b) fraud or gross negligence on the part of SOLARWATT; or
 - (c) fraudulent misrepresentation on the part of SOLARWATT.

And for the avoidance of doubt, nothing in Part G of this warranty will exclude or limit the End Customer's statutory rights, including cases where the Product is defective.

H Final provisions

1. These warranty conditions are subject to German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). This does not apply insofar as mandatory laws in the UK, including the Consumer Rights Act 2015, provides otherwise.
2. Should individual clauses in these warranty conditions be or become invalid, the validity of the rest of the clauses remains unaffected.

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