

# SOLARWATT WARRANTY CONDITIONS for "MyReserve" STORAGE BATTERY

## A Scope

1. These warranty conditions apply to the modular storage battery MyReserve product („Product“). The product consists of at least one electronics and control module MyReserve Command (“Control module“), at least one battery module MyReserve Pack 22.2 or MyReserve Pack 24.3 („Battery Module“), the accessory kit MyReserve Command (consisting of Power Data Gateway, Wall Bracket, Protective Covers and Wiring Harness) and, optionally, the accessory kit MyReserve Pack (consisting of Wall Bracket, Protective Cover and Wiring Harness) (“Accessory“). An AC sensor is not part of the product.
2. SOLARWATT GmbH (hereinafter referred to as "SOLARWATT") provides the End Customer with a Product Warranty (B.1) for the product and a Performance Warranty (B.2) for the Battery Module pursuant to the conditions set out below. The Performance Warranty (B.2) applies to the Battery Module only and not to other accessories of the Product or any possible AC Sensor. The product warranty (B.1) does expressly not apply to any AC Sensor.
3. The Warranty pursuant to these warranty conditions applies to Products which the End Customer purchases in countries in which SOLARWATT does not have country-specific warranty conditions for Products in place. All warranty conditions for Products are available at [www.solarwatt.com](http://www.solarwatt.com). 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. The Warranty pursuant to these warranty conditions applies in addition to any of the End Customer's statutory rights arising from product defects. These warranty conditions do not affect any of the End Customer's statutory rights arising from product defects. Such rights continue to exist regardless of whether a warranty claim event is given or asserted.
5. 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 a period of five years starting from the date the End Customer

purchased the Product, however for a maximum of five years and six months after the Product is shipped from the factory. SOLARWATT shall provide the End Customer with the date on which the Product was shipped from the factory immediately after the End Customer's respective request.

2. SOLARWATT guarantees the End Customer pursuant to these warranty conditions that each installed Battery Module is able to provide a usable energy equal to at least 80% of the usable energy available at the time that Battery Module concerned was installed for a period of at least ten years starting from the date the End Customer purchased the Product. However, this is limited to a maximum period of ten years and six months after the Product is shipped from the factory. ("Performance Warranty"). SOLARWATT shall provide the End Customer with the date on which the Product was shipped from the factory immediately after the End Customer's respective request.  
The term usable energy describes the amount of energy that can be used directly from the individual battery module when fully charged. The end customer needs to be informed that the usable energy is not the same as the amount of energy that can be made available to a power consuming device or can be fed into the domestic or external grid. This is because the battery's management system requires some energy to function, as well as losses incurred through energy conversion when the energy is discharged from the battery module. If the usable energy falls below 80% of the original usable energy, the product automatically switches to error mode.
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.

## C SOLARWATT Warranty services

1. If a warranty claim event occurs during the relevant warranty period, SOLARWATT will, at its sole discretion and at its own charge:
  - a) repair the Product, the Product accessory, or the Battery Module at the End Customer's site; or
  - b) repair the Product, the Product accessory, 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 accessory, or an equivalent replacement Battery Module.

Insofar as removal and installation work on the product or battery module or its other components is connected with the warranty services mentioned under a) to c): the work needed will be conducted by SOLARWATT at its own expense.

If the original Product, the Product accessory, or Battery Module is no longer manufactured in series production, SOLARWATT reserves the right to supply a replacement Product, Product accessory, 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 accessory, 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 accessory or Battery Module does not begin again. Rather, the remaining time of the original warranty period applies for the supplied replacement Products, replacement Product accessories, replacement Battery Modules, and any components replaced during repair, including Battery Modules.
3. 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 accessories 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, 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.4 is exceeded unless the End Customer has not culpably exceeded this notification period.

#### **E Provisions on the assertion of warranty claims**

1. It is a prerequisite for the assertion of warranty claims that the Product has been **registered at [www.solarwatt.com](http://www.solarwatt.com) within 3 months** as of the initial operation date.
2. The End Customer may only assert a warranty claim against SOLARWATT in writing and by submitting a copy of the original invoice issued by the SOLARWATT product dealer or other proof of purchase. The claim form for End Customers which is available at [www.solarwatt.com](http://www.solarwatt.com) should be used for this purpose.
3. Further documentation (e.g. photos or records) shall be provided to SOLARWATT upon request from SOLARWATT.
4. If an obvious warranty claim event occurs, the End Customer shall notify SOLARWATT thereof immediately, however within a cutoff period of three (3) months after discovery at the latest.

#### **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.

#### **G Limitation of liability**

1. Any claims for damages or expenses against SOLARWATT irrespective of the legal basis (contract, tort or any other area of law) out of or in connection with this warranty are excluded. SOLARWATT shall in no event and irrespective of the legal basis be liable to pay damages to the End Customer for loss of profit or revenue, loss of use, loss of data, cost of capital, down-time costs, cost of substitute goods, property damage external to the Products and any damage or loss arising out of such damage or any special, incidental, indirect or consequential damage. This also applies if such damage occurs at a third party's premises.
2. The aforementioned limitation of liability does not apply if SOLARWATT is liable pursuant to product liability law, in cases of willful intent, gross negligence, injury to life, body or health, or breach of material contractual obligations, i.e. obligations that actually enable the proper execution of the contract in the first place and which the End Customer can regularly and fully expect to be met. Compensation for breach of material contractual obligations is, however, restricted to

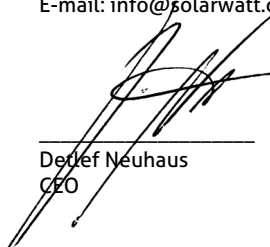
foreseeable losses arising from the type of contract, provided no willful intent or gross negligence is involved, there is no injury to life, body or health, and SOLARWATT is not liable under product liability law.


#### 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 law provides otherwise.
2. Should individual clauses in these warranty conditions be or become invalid, the validity of the rest of the clauses remains unaffected.

#### Warrantor:

SOLARWATT GmbH  
Maria-Reiche-Str. 2a  
01109 Dresden  
Germany  
Tel.: +49 351 889 50  
Fax: +49 351 889 51 11  
E-mail: info@solarwatt.de

  
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Detlef Neuhaus  
CEO

  
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Sven Böhm  
CFO

Dresden, 08/2018  
Place and date of issue