

Warranty Conditions for storage battery „SOLARWATT Battery flex AC-1“

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

A Scope

1. These warranty conditions apply to the modular storage battery, Battery flex AC-1 1.3 product („**Product**“). The product consists of the following components:
 - at least one electronics and control module, Battery flex base AC- 1 1.3 (6.0kW) („**Control Module**“)
 - at least one battery module „Battery flex middle pack 1.3 (2.4 kWh, 30A)“ and one battery module „Battery flex top pack 1.3 (2.4 kWh, 30A)“ (hereinafter both also referred to as „**Battery Module**“).

For the purposes of this warranty condition, 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 the Republic of Ireland. 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 benefits conferred by the Warranty set out in these Warranty conditions apply in addition to the consumer guarantees under Division 1 of Part 3-2 of the Australian Consumer Law („Consumer Guarantees“) and any other of the End Customer's statutory rights and remedies that may arise under the Australian Consumer Law and/or other applicable laws. 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's 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 ten (10) years starting from the date the Product was shipped from the factory. Solarwatt will provide the End Customer with the date on which the Product was shipped from the factory on the End Customer's 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 ten (10) years starting from the date the Product was shipped from the factory. („Performance Warranty“). Solarwatt will provide the End Customer with the date on which the Product was shipped from the factory on the End Customer's respective request. The original usable energy content is 2.4 kWh per battery module.

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 due to a fault in the Battery Module, Solarwatt will, at its sole discretion and at its own expense:
 - a) repair the Battery Module at the End Customer's site; or
 - b) repair the Battery Module at Solarwatt's or a third party's facilities; or
 - c) supply the End Customer with an equivalent replacement Battery Module
2. If a Warranty claim event occurs during the relevant Warranty period due to a fault in the Control Module, Solarwatt will, at its sole discretion and at its own expense:

a) Warranty year 1-5

- repair the Control Module at the End Customer's site; or
- repair the Control Module at Solarwatt's or a third party's facilities; or
- supply the End Customer with an equivalent replacement Control Module.

b) Warranty year 6-10

- repair the Control Module at the End Customer's site; or
- repair the Control Module at Solarwatt's or a third party's facilities; or
- supply the End Customer with an equivalent replacement Control Module; or
- refund the remaining value of the Control Module.

The remaining value is calculated from the gross purchase price minus all discounts granted and an assumed monthly linear depreciation of 1.64 % over five years. The depreciation period starts five years after the invoice to the end customer.

3. Insofar as removal and installation work on the product is connected with the Warranty services mentioned under 1. and 2. the necessary repair work will be conducted by Solarwatt at its own expense.
4. If the original Product component is no longer being manufactured, Solarwatt reserves the right to supply a replacement Product component which provides the same or comparable functions.
5. If Solarwatt replaces a Product component under C.1. and 2., ownership of the original Product component replaced by Solarwatt will pass to Solarwatt once the End Customer receives the replacement delivery. Likewise, ownership of any components replaced during

repair will be assumed by Solarwatt. The relevant Warranty period for a Product component does not begin anew. Rather, the remaining time of the original Warranty period applies for the supplied replacement Product component.

6. 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. Subject always to any overriding obligations of Solarwatt under the Australian Consumer Law, the End Customer will not be entitled to make a claim under the Warranty and the Warranty does not apply to Products or Product components 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. To be eligible to claim under this additional contractual Warranty, the Product must be registered at solarwatt.com within three (3) months of the date the End Customer takes delivery of the product.
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 (irrespective of whether this dealer belongs to the sales network of Solarwatt or not) or other proof of purchase. The claim form for End Customers which is available at solarwatt.com should be used for this purpose.
3. Further documentation (e.g. photos or records) must be provided to Solarwatt on reasonable request from Solarwatt.
4. If an obvious legitimate Warranty claim event occurs, the End Customer will notify Solarwatt thereof immediately, however within a cutoff period of three (3) months after discovery at the latest.
5. Subject to Section C, all expenses incurred by the End Customer in making a claim under this Warranty will be borne by the End Customer.
6. Recognisable transport damages should be reported using the claim form for transport damages, available from solarwatt.com.

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. "PDH Goods" means goods which, for the purposes of the Australian Consumer Law, are of a kind ordinarily acquired for personal, domestic or household use or consumption.
2. If the End Customer is a Consumer (as defined in section 3 of the Australian Consumer Law) ("Consumer") and any Products supplied by Solarwatt to the End Customer are PDH Goods, then Solarwatt acknowledges the Customer may have certain rights to Consumer Guarantees under the Australian Consumer Law as applicable and nothing in these Warranty conditions should be interpreted as attempting to exclude, restrict or modify the application of those rights.

3. If the End Customer is a Consumer and any Products supplied by Solarwatt to the End Customer are non PDH Goods, then Solarwatt's liability to the End Customer in connection with any breach of the Consumer Guarantees in respect of those non PDH Goods is limited (at Solarwatt's discretion) to the services outlined in clauses 1 and 2 of Section C of this document.
4. If the End Customer makes a claim against Solarwatt which includes a cause of action other than for a breach of a Consumer Guarantee then, to the extent the claim, or part of the claim, does not relate to a Consumer Guarantee and to the extent permitted by law, Solarwatt expressly excludes all liability in respect of the Products supplied by Solarwatt to the Customer.

H Final provisions

1. These Warranty conditions are subject to Australian 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.

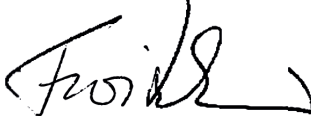
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