

Product Guarantee

for the TESVOLT Energy Manager of TESVOLT GmbH

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PREAMBLE

TESVOLT GmbH ("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 battery inverter or converter 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 energy management system called TESVOLT Energy Manager, 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 GmbH, Am Heideberg 31, D-06886 Lutherstadt Wittenberg, registered at the Stendal local district court with the registration number HRB 20947.

2. Which products are covered by the guarantee?

This warranty applies exclusively to TESVOLT energy management systems of the type TESVOLT Energy Manager ("products entitled to the guarantee") distributed by 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 from TESVOLT or indirectly, through one or more intermediaries, from TESVOLT. The guarantee is directed exclusively to entrepreneurs or companies, but not to consumers.

4. What does the guarantee cover?

- 4.1. TESVOLT guarantees that the TESVOLT Energy Manager (hardware) will be free from defects that significantly affect the functionality of the TESVOLT Energy Manager during the guarantee period.
- 4.2. There is no guarantee for the software installed on the TESVOLT Energy Manager.

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 and, if applicable, in addition to claims from any other guarantee given by TESVOLT. TESVOLT grants these direct claims in addition to statutory warranty claims.
- 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.

7. How long is the guarantee period?

- 7.1. 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.
- 7.2. 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 fulfilment of the guarantee claims in accordance with clause 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.

8. When does a guarantee case occur?

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

9. What happens in a guarantee case?

- 9.1. In the event of a guarantee case, TESVOLT shall send a functionally equivalent replacement product to the person entitled to the guarantee at TESVOLT's expense.
- 9.2. The person entitled to the guarantee shall install the replacement product and put it into operation. The installation and commissioning must be carried out by a qualified professional. TESVOLT shall assist the person entitled to the guarantee in the installation and commissioning of the replacement product by remote access and telephone.
- 9.3. The person entitled to the guarantee is obliged to return the exchanged product entitled to the guarantee to TESVOLT at his own expense within 14 days after the exchange.

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

- 10.1. TESVOLT must be notified in writing 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 TESVOLT Energy Manager directly from TESVOLT; and
 - 10.2.3. suitable proof of the time of the initial installation of the TESVOLT Energy Manager, e.g. a commissioning protocol.

11. When are guarantee claims excluded?

- 11.1. The guarantee does not cover TESVOLT Energy Manager that have been impaired, damaged or destroyed due to one or more of the following circumstances:
 - 11.1.1. 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 or in accordance with instructions sent to the person entitled to the guarantee.
 - 11.1.2. They have been exposed - even temporarily - to one or more of the following conditions:
 - an operating temperature of less than 0 °C or more than 50 °C,
 - a storage temperature of less than -20 °C or more than 80 °C,
 - an air humidity of less than 5 or more than 95 % (non-condensing), or
 - a DC voltage of less than 15 or more than 28 volt.
 - 11.1.3. They have been operated in conjunction with battery inverters or other power electronics that are not foreseen in the respective installation manual and compatibility list, unless their use has been approved with regard to this guarantee by TESVOLT prior to the initial commissioning.
 - 11.1.4. Software updates or upgrades provided and recommended by TESVOLT or a Service-Partner have not been installed.
 - 11.1.5. They have been improperly altered or otherwise tampered with by the person entitled to the guarantee or third parties.
 - 11.1.6. An overvoltage has occurred in the power grid or data transmission lines to which they are connected.
 - 11.1.7. They have been exposed to force majeure (in particular lightning, fire, earthquakes, natural disasters) or harmful environmental conditions such as air pollution, salt water or sulphur corrosion.

- 11.2. Claims under this guarantee are also excluded,
 - 11.2.1. if the guarantee claim has not been notified to TESVOLT within the respective guarantee period,
 - 11.2.2. 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, or
 - 11.2.3. if the serial number on the TESVOLT Energy Manager can no longer be identified or has been modified.

12. What are the limits of the liability of TESVOLT under this guarantee?

- 12.1. 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.
- 12.2. In particular, TESVOLT shall not be liable under this guarantee for damage caused by the product to other legal interests of the person entitled to the guarantee, for loss of profit or turnover, loss of use and production, business interruption, loss of data, financing costs, consequential damage or indirect damage. This shall also apply if such damage occurs to a third party.
- 12.3. 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.

13. 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.

14. 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.

15. What other provisions do apply?

- 15.1. TESVOLT reserves the right to have all or part of the benefits from this guarantee performed by authorized and qualified third parties.
- 15.2. This guarantee agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 15.3. The exclusive place of jurisdiction for all disputes arising from or in connection with this agreement shall be shall be the registered office of TESVOLT.
- 15.4. 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.