AXITEC Energy GmbH & Co. KG
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Warranty conditions for the energy storage systems AXIstorage Li SV1 / AXIstorage Li SV2

§ 1 General Information

Through these warranty conditions, the statutory rights of the customer (insured), i.e. rectification, withdrawal, reduction, compensation are not affected. The warranty conditions apply besides and in addition to the statutory and contractual warranty rights of the guarantor.
The legal rights of the guarantor apply regardless of whether a warranty claim is present and/or whether the warranty is made use of.

§ 2 Warranty

AXITEC Energy GmbH & Co. KG warrants to the end customer (insured), that the products covered by the warranty are free from product and manufacturing defects.
The warranty includes a maximum period of use of 10 years (time value replacement warranty) or the product-specific energy output according to the table below (whichever comes first).
The ambient air temperature must be between 0°C and maximum 50°C during operation of the products.

product name	energy content product-label	energy throughput
Li SV1 3 Modules	10,65 kWh	34.985 kWh
Li SV1 4 Modules	14,20 kwh	46.647 kWh
Li SV1 5 Modules	17,76 kWh	58.341 kWh
Li SV1 6 Modules	21,31 kWh	70.003 kWh
Li SV1 7 Modules	24,86 kWh	81.665 kWh
Li SV2 2 Modules	7,10 kWh	23.323 kWh
Li SV2 3 Modules	10,65 kWh	34.985 kWh
Li SV2 4 Modules	14,20 kWh	46.647 kWh

Conditions of capacity testing:

- The test is based on a single battery module
- Ambient temperature of the battery module must be 25°C±2°C
- initial temperature of the battery module pods must be 25°C±2°C
- Constant voltage* constant current** charge till all the cell voltage above 3.50Vdc or till charge current less than 1A.
- Constant voltage* constant current** discharge till battery low voltage protection cut-off.

* For the Li SV1 system, the single module constant charge / discharge voltage is 54Vdc / 43.5Vdc; For the Li SV2 system, the single module constant charge / discharge voltage is 108Vdc / 87Vdc;
** For the Li SV1 system, the single module constant charge/discharge current is 14.8A; For the Li SV2 system, the single module constant charge/discharge current is 7.4A.

The obligations of the customers, who are entrepreneurs in the sense of the German Commercial Code (HGB), in accordance with § 377 HGB remain unaffected.
The battery is "defective" within the meaning of this warranty, if its capacity falls below 50 % of its nominal capacity (the rated capacity of the battery is determined at a battery temperature of 25°C, as well as in the condition separate from the rest of the energy storage system, i.e. disconnected state, without connection of the inverter and the other consumers/loads).
The warranty is not transferable.

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§ 3 Warranty capacity

Upon entry of a warranty claim, the customer must inform the guarantor AXITEC Energy GmbH & Co. KG within 48 hours after a defect was discovered. AXITEC Energy GmbH & Co. KG will then at its own discretion either performs a professional repair or the product is replaced by a product as good as new/ same product type.
The Energypacks have a time value replacement warranty of ten years. If a defect occurs, the Energypack will be replaced by a new or refurbished one (if min. 80% of the nominal capacity is left) or the time value of the Energypack is replaced (if less than 80% of the nominal capacity is left).
The warranty policyholder commits himself to send the product to an address provided by the manufacturer.
The cost of transportation/shipping and handling shall be assumed by the customer.
Replaced products are taken in as the property of AXITEC Energy GmbH & Co. KG.

AXITEC Energy GmbH & Co will in a warranty claim, replace the defective Energypack as follows:

Step 01:	Replacement of a new battery from the beginning of the time value replacement warranty period up to 24 months hereafter;
Step 02:	80% of purchase price for the period of 25 months up to 36 from the beginning of the time value replacement warranty period;
Step 03:	70% of purchase price for the period of 37 months up to 48 from the beginning of the time value replacement warranty period;
Step 04:	60% of purchase price for the period of 49 months up to 60 from the beginning of the time value replacement warranty period;
Step 05:	50% of purchase price for the period of 61 months up to 72 from the beginning of the time value replacement warranty period;
Step 06:	40% of purchase price for the period of 73 months up to 84 from the beginning of the time value replacement warranty period;
Step 07:	30% of purchase price for the period of 85 months up to 96 from the beginning of the time value replacement warranty period;
Step 08:	20% of purchase price for the period of 97 months up to 108 from the beginning of the time value replacement warranty period;
Step 09:	10% of purchase price for the period of 109 months up to 120 from the beginning of the time value replacement warranty period;
Step 10:	0% from 121 months from the beginning of the time value replacement warranty period.

If, in the context of the review, it is established that there is no case under warranty, the policyholder must pay the costs incurred by the guarantor for the examination.

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§ 4 Warranty exclusion

1. Excluded from the warranty are use-related deficiencies.
2. The warranty does not cover impairments to the product, caused by the fact that,
   2.1. the product was unused for more than 6 months in storage and/or the specified temperature ranges in accordance with the instruction Axitec Energy have not been complied with (the product and storage data is stored in the product-internal system),
   2.2. the product has not been installed for its intended purpose and/or the assembly instructions by a specialist in the light of the applicable rules for the product had not been installed,
   2.3. the product was not stored, transported, mounted, installed, operated and/or repaired in accordance with the recognized rules of technology and the product was used not as intended,
   2.4. the product has been changed,
   2.5. the product has been opened,
   2.6. the product was exposed to force majeure (e.g. lightning / hail / fire / vandalism),
   2.7. the product being installed with inverters that are not approved by Axitec,
   2.8. the battery has not been installed or operated properly according to the manual.
   2.9. The battery was not used on a daily cycle basis as Photovoltaic energy storage
3. Only immediate shortcomings inherent to the product are included under the coverage of the warranty. Not included are indirect, incidental and consequential damage, in particular, both as regards persons, as well as property damage. Incidental damages are particularly related to inspection, dismantling and disposal costs. Explicitly excluded is the loss of profit, as well as the loss of image.
4. Excluded from the warranty are articles for which proof of purchase, in particular a purchase receipt is missing in the original, the product label (label) is damaged or the serial number is unknown or is not unequivocally assignable.

§ 5 Warranty limitation

1. The claim for performance for the warranty claim of a product is limited to the purchase price to be paid by the insured.
2. The fulfilment of the warranty services will not create its own new warranty.

§ 6 Warranty period

The warranty period is ten (10) years or the product-specific energy throughput (whichever comes first). The warranty period begins with the date of commissioning of the Axitec Energy battery at the end user address, but at the latest 6 months after the handover. What is decisive is the date on the packing slip.

§ 7 Territorial scope of the warranty

The warranty is limited to the member states of the European Union, Norway, Switzerland and Great Britain.

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§ 8 Enforcement of the warranty

The warranty claim is to be directed to AXITEC Energy GmbH & Co.KG, Otto Lilienthal-Str. 5, 71034 Böblingen as warrantor.

The claiming exercise has to be made in writing. It has to contain the following information:

- When was the storage system purchased? (specify date of purchase upon presentation of the invoice)
- What is the model name/serial number of the affected storage system?
- What kind of defect occurred?
- When did the defects occur?
- Contact information (name/address) of the location of the battery and the insured.
- Contact information (name/address) of the specialist company that carried out the commissioning.

§ 9 Final provisions

The claim of the customer from this warranty is limited to the services listed in § 2. AXITEC Energy GmbH & Co. KG shall not be liable for delays in the services mentioned in § 2 of the warranty due to force majeure, war, war-like conditions, strikes and other similar circumstances that are outside the area of responsibility of AXITEC Energy GmbH & Co. KG.

The warranty is subject to the law of the Federal Republic of Germany under exclusion of the UN Sales Law and the conflict of laws. The court of jurisdiction for all disputes arising from this contractual relationship is Stuttgart, Germany.

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