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Warranty conditions for the energy storage systems AXIstorage Li SV1, AXIstorage Li SV2 and AXIstorage Li SV3

§ 1 General

AXITEC Energy GmbH & Co. KG (hereinafter referred to as "AXITEC") grants a limited product warranty on the energy storage systems AXIstorage Li SV 1, AXIstorage Li SV2 and AXIstorage Li SV3 (hereinafter referred to as "product"). This warranty is granted voluntarily by AXITEC and is independent of statutory warranty claims, which apply only to the seller of AXITEC products. Such claims are neither limited by our guarantee nor justified by it against us, insofar as no direct purchase contract exists with us. The utilisation of such statutory warranty rights is free of charge.

§ 2 Scope of warranty

AXITEC guarantees for ten (10) years from the start of the warranty period ("Warranty Period") that the product covered by the warranty

1. is free from defects in material and workmanship; or
2. either achieves the product-specific energy throughput amount specified below or retains at least eighty per cent (80%) of its usable rated capacity for the duration of the warranty period, whichever occurs first:

Product name	Energy content Product label (kWh)	Energy Throughput (kWh)
Li SV1 3 modules	10.65	34,985
Li SV1 4 modules	14.20	46,647
Li SV1 5 modules	17.76	58,341
Li SV1 6 modules	21.31	70,003
Li SV1 7 modules	24.86	81,665
Li SV2 2 modules	7.10	23,323
Li SV2 3 modules	10.65	34,985
Li SV2 4 modules	14.20	46,647
Li SV3 2 modules	10.24	33,792
Li SV3 3 modules	15.36	50,688
Li SV3 4 modules	20.48	67,584
Li SV3 5 modules	25.60	84,480
Li SV3 6 modules	30.72	101,376
Li SV3 7 modules	35.84	118,272

The usable residual capacity is determined in accordance with the measurement and test procedures specified by AXITEC. AXITEC is authorised to adapt these procedures to the state of the art.

The further requirements, restrictions and procedures for examining the warranty claim are set out in the following provisions and the regulations on warranty exclusions and warranty restrictions.

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The warranty period begins with the commissioning of the product at the end user's address; irrespective of this, it begins at the latest on expiry of the earlier of the following dates: (1) six (6) months after delivery by Axitec (the date on the delivery note is decisive) or (2) six (6) months after the date of manufacture of the battery modules integrated in the battery storage systems, whichever occurs first.

Subsequent installation or expansion of the storage system with additional modules or Energy Packs does not lead to an extension or renewal of the warranty period. This warranty does not apply to retrofitted Energy Packs.

All purchasers who have acquired the product for their own use (hereinafter also referred to as "customer") are entitled to the warranty.

§ 3 Warranty service

In the event of a warranty claim, AXITEC will, at its own discretion, either carry out a professional repair or replace the product with an equivalent product.

AXITEC will therefore at its own discretion:

(1) Provide replacement products that are functionally equivalent to the customer's defective device (in terms of features, function, compatibility).

or

(2) Instruct an accredited service provider to visit the customer's premises and rectify the defect or provide one or more replacement products

or

(3) Instruct the customer to return the products to AXITEC so that AXITEC can repair or replace the products.

AXITEC is authorised to use both new and factory-reconditioned products for replacement. AXITEC may repair or replace faulty components at its own discretion.

Replaced products become the property of AXITEC.

AXITEC may decide at its own discretion whether to repair or replace the defective product or parts thereof, or to compensate the customer with a refund according to the following calculation scheme:

1. In the event of performance deficiencies (below the guaranteed capacity):

The amount of the reimbursement is based on the ratio between the guaranteed and actual performance:

Credit = Maximum claim amount x (difference between guaranteed and actual performance / guaranteed performance)

2. If the guaranteed energy throughput is not reached:

If the guaranteed minimum energy throughput is not achieved, the reimbursement is calculated as follows:

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Credit = Maximum claim amount x (difference between guaranteed minimum energy throughput quantity and the energy throughput quantity recorded by the product / guaranteed minimum energy throughput quantity)

3. If the product can no longer be operated:

If the product can no longer be used, the refund will be made on a straight-line basis in accordance with the remaining term of the warranty:

Credit = (maximum claim amount / 120) x (120 - months since start of warranty)

The reimbursement is therefore linear over the term of ten (10) years = 120 months. After the warranty period has expired, there is no longer any entitlement to a refund.

The maximum claim amount corresponds to the current market value of an equivalent product at the time of the claim assessment, determined on the basis of average dealer selling prices in the European market. The reference value determined by AXITEC, which is based on this market analysis, is decisive.

The reimbursement amount may not exceed the purchase price originally paid.

No further benefits are granted. In particular, no costs for the removal of the defective device, the return shipment to us or the reinstallation will be assumed on the basis of this warranty.

§ 4 Examination of the warranty case

Conditions for the capacity check:

- The test is carried out with a single battery module
- The ambient temperature of the battery module must be 25°C ± 2°C
- The initial temperature must be 25°C ± 1°C
- Constant voltage* -Constant current** -Charging method up to total cell voltage above 3.50 VDC or up to charging current below 1 A.
- Constant voltage*-constant current** discharge process until the battery´s low-voltage protection is activated.

*For the AXIstorage Li SV 1 system, the constant charge/discharge voltage of a module is 54 VDC / 43.5 VDC. For the AXIstorage Li SV2 system, the constant charge/discharge voltage of a module is 108 VDC / 87VDC. For the AXIstorage Li SV3 system, the constant charge/discharge voltage of a module is 115.2 VDC / 102.4 VDC
**For the AXIstorage Li SV1 system, the constant charging/discharging current of a module is 14.8 A; for the AXIstorage Li SV2 system, the constant charging/discharging current of a module is 7.4 A. For the AXIstorage Li SV3 system, the constant charge/discharge current of a module is 10 A.

§ 5 Warranty exclusions

The warranty only applies to products that

(1) have been purchased either directly from AXITEC or from an authorised AXITEC reseller;

(2) bear the official AXITEC serial number

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(3) in accordance with the installation and operating manual, the specification and/or the manufacturer's instructions installed, operated and maintained by a professionally qualified installer and
(4) daily and only for energy storage systems.

To the extent permitted by law, AXITEC excludes all liability for the Product if damage or defects were caused or contributed to by any of the following:

- Fault caused by other components of the EMS energy storage system and other external device faults;
- The product was installed with EMS that were not certified by AXITEC;
- The product was not operated properly in accordance with the product manual;
- You handle the product improperly, negligently or in any other inappropriate manner, including using the product outside the recommended ambient temperature in accordance with the product manual; transport, including but not limited to dropping, trampling, deforming, impacting or impaling with a sharp object;
- Storage, installation, commissioning, modification or repair of the product carried out by a person other than AXITEC, an installer certified by AXITEC or an installer approved by an authorised reseller;
- Misuse, negligence, accidents or force majeure events, including but not limited to lightning, flood, fire, extreme cold weather or other events beyond AXITEC's reasonable control;
- Any attempt to extend or shorten the life of the product without written confirmation from AXITEC, whether by physical means, programming or otherwise;
- Removal and reinstallation at a location other than the original installation without written confirmation from AXITEC;
- Water, conductive dust or corrosive gases;
- The product has been connected to the wrong type of system controller or battery module;
- Normal wear and tear or deterioration or superficial defects, dents or stains that do not affect the performance of the product; and
- Theft or vandalism of the product or one of its components.
- Damage due to improper installation, commissioning, operation or maintenance;
- if the product has not been installed within six months of the start of the warranty period;
- if the product is exposed to movements, vibrations or temperatures of more than 50°C or less than -10°C after installation;
- If the product has been used in an environment not intended for it or contrary to applicable laws, standards and regulations;
- If the product has been used contrary to its normal or intended use;
- Damage caused by misuse, intent, negligence or other incorrect handling;
- Damage due to improper repair;
- Loss or damage during transport or storage;
- Use-related defects
- Damage caused by force majeure and other events beyond AXITEC's control;
- Damage to products described as "obsolete";
- Errors that could not be identified and accidental damage;
- Defects that are attributable to actions or omissions on the part of the warranty holder or third parties;
- Damage caused by moisture or water ingress;
- Products that have been changed or modified, altered in any other way or opened without AXITEC's authorisation;

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- External scratches or stains or natural mechanical wear and tear that does not constitute a defect or normal wear and tear;
- Damage to property or personal injury caused by a defect that could not be detected at the time of sale according to the current state of science and technology;
- Damage resulting from changes to national or regional laws, regulations or directives.
- This warranty does not cover retrofitted modules or energy packs

§ 6 Warranty limitation

1. The fulfilment claim for the warranty case of a product is limited to the purchase price to be paid by the guarantor.
2. If the products or parts thereof are replaced under this limited warranty, the remaining warranty period of the product or three months, whichever is longer, shall apply. The fulfilment of warranty services does not constitute a new warranty of its own.
3. Warranty claims can only be asserted within the respective warranty period. The obligations of customers who are entrepreneurs within the meaning of the German Commercial Code (HGB) in accordance with § 377 HGB remain unaffected.
4. The warranty is not transferable.

§ 7 Local scope of the warranty

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

§ 7 Assertion of the warranty

All warranty claims must be made by the customer immediately(within 48 hours) after the occurrence or knowledge of the

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The notification must be made in writing and contain the following information:

- Date of storage device purchase (specify date of purchase when submitting the invoice)
- Date of installation (including receipt)
- Model name and serial number of the affected storage device
- Type of defect that has occurred
- Time at which the defects occurred
- Provide the AXITEC system log data recorded by the product, which indicates whether or not the minimum capacity has been reached (this is not decisive, however).
- Contact information (name/address) of the location of the storage facility and the injured party
- Contact details (name/address) of the specialised company that carried out the commissioning.

Please use the complaint form on our website https://axitecsolar.com/serviceformulare-0

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Claims can only be made if there is proof of purchase, in particular an original purchase receipt, and the serial number and product label are not damaged.

Affected products may only be returned with the prior written consent of AXITEC.

The customer undertakes to send the product to an address specified by the manufacturer. The customer must return the replaced parts or devices in the original packaging or equivalent packaging. The customer shall bear the costs for transport/shipping and processing. Replaced products become the property of AXITEC. If the replaced defective part or device is not received by AXITEC within 30 days, the warranty holder will be invoiced for the cost of the part/device at the current price for a new one. If the inspection reveals that there is no warranty claim, the warranty holder must bear the costs incurred by the guarantor as a result of the inspection.

AXITEC can contact you to obtain further information about a defect. AXITEC may require you to submit the product to a root cause analysis.

In order to provide evidence in favour of the claim. The final verification of the claim will be carried out by AXITEC.

If you dispute AXITEC's verification of the claim, the product must be tested by a state-certified test laboratory or a certified third-party provider. You will be responsible for the costs of the third party assessment (unless your claim proves to be valid, in which case AXITEC will be responsible for the costs).

§ 9 Limitation of liability

This warranty promise is a voluntary service provided by AXITEC. The customer's claim under this warranty is limited to the services listed in § 3. Further claims such as claims for damages and reimbursement of expenses against AXITEC arising from or in connection with this warranty or the warranty services, regardless of the legal grounds, are excluded. AXITEC shall not be liable for delays in the warranty services specified in § 3 due to force majeure, war, warlike conditions, strikes, or other similar circumstances beyond AXITEC’s control. In particular, AXITEC is not liable for loss of profit, sales, loss of use and production, operational downtime, loss of data, financing costs, consequential damage and indirect damage. This does not apply to liability under the Product

Liability Act, due to wilful intent or gross negligence, due to culpable injury to life, limb or health or due to breach of material warranty obligations. Liability for the breach of material warranty obligations shall be limited to the foreseeable damage typical for the contract, unless there is intent or gross negligence or liability for injury to life, limb or health or under the Product Liability Act.

§ 10 Data protection

If the customer makes use of the warranty service provided by AXITEC, it authorises AXITEC to process its personal data in accordance with Article 6(1)(b) GDPR. Further information on this can be found in our privacy policy at https://www.axitecsolar.com/datenschutzhinweis.

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§ 11 Final provisions

The warranty is subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws. The place of jurisdiction for all disputes arising from this contractual relationship is Stuttgart.

§ 12 Severability clause

Should individual provisions of these warranty conditions be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. In place of the invalid provision, a provision shall be deemed to have been agreed which comes closest to the economic purpose of the invalid provision. The same applies to any regulatory gaps.

§ 13 Changes and notifications

AXITEC reserves the right to change or adapt these warranty conditions at any time. Customers will be informed of any changes in writing in good time. Current warranty conditions are always available on our website www.axitecsolar.com.

Böblingen, 03.11.2025

Steffen Wiedmann, Managing Director