

## **BMZ BATTERIEN-MONTAGE-ZENTRUM GMBH**

Am Sportplatz 28-30 · D-63791 Karlstein am Main

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### **Terms of warranty for BMZ's rechargeable battery system ESS 3.0 / 7.0 / 9.0 / X**

#### **Preamble**

Solar energy generated in excess of current needs is stored by the new modular lithium-ion battery ESS 3.0 / ESS 7.0 / 9.0 / X for later use. BMZ GmbH is entirely focused on the high quality of its products. Production meets highest quality requirements and is subject to permanent control of BMZ GmbH's quality management. It has successfully passed all the required approval tests.

#### **1 Generalities**

These Terms of Warranty shall not affect the statutory rights of the customer (warrantee), including but not limited to supplementary performance, cancellation, reduction, damages. These Terms of Warranty apply in addition and supplementary to the warrantee's statutory and contractual warranty rights.

The warrantee's statutory rights shall persist even if a case of warranty occurs and/or if the warrantee raises a warranty claim.

#### **2 Warranty**

BMZ GmbH warrants the end user(warrantee) that the products under this warranty are free from any material and manufacturing defects.

The warranty implies a performance of 5,000 cycles over not more than 10 years of use (fair value warranty).

The warranty shall not affect the obligations of customers who classify as entrepreneurs within the scope of Art. 377 of the German Civil Code (HGB).

This warranty assumes a battery to be "defective" if its capacity drops below 60% of its usable capacity. (The usable capacity is established at a battery temperature of 25 °C and with the battery being disconnected from the other components of the energy storage system, i.e. from inverters and other consumers.)After installation the warranty is only transferable subject to approval by BMZ GmbH, place of fulfillment is Germany. IBC Solar AG and IBC Solar South Africa (Pty) Ltd. are qualified to repair the BMZ Energy Storage Systems.

#### **3 Specified performance of warranty**

In case of a warranty claim, BMZ GmbH will choose to either expertly repair the product or replace it with a new/equivalent product. In case of replacement, claimed products need to be returned to BMZ GmbH who will take ownership of the claimed product

Under this warranty, BMZ will replace a defective BMZ battery as follows:

Stage 1:	Supply of a new BMZ battery up to 24 months after commencement of the fair value warranty;
Stage 2:	50% of the purchase price at months 25 to 36 after commencement of the fair value warranty;
Stage 3:	40% of the purchase price at months 37 to 48 after commencement of the fair value warranty;
Stage 4:	30% of the purchase price at months 49 to 60 after commencement of the fair value warranty;
Stage 5:	20% of the purchase price at months 61 to 72 after commencement of the fair value warranty;
Stage 6:	10% of the purchase price at months 73 to 84 after commencement of the fair value warranty
Stage 7:	7,5 % of the purchase price at months 85 to 96 after commencement of the fair value warranty
Stage 8:	5 % of the purchase price at months 97 to 108 after commencement of the fair value warranty;
Stage 9:	2,5% of the purchase price at months 109 to 120 after commencement of the fair value warranty
Stage 10:	0% at month 121 or later after commencement of the fair value warranty.

In case the inspection reveals that a warranty claim is not justified, the warrantee shall pay the costs the warrantor incurs by the inspection. The maximum refund of the purchase price is limited to:

ESS7.0:	4,000 €.
ESS9.0:	5,000 €
ESS X:	6,000 €

Note: The warranty is only accepted with approved inverters; additional accessories and the correct settings. This information is described in the manual.

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**4 Exclusion of warranty**

1. This warranty does not cover defects caused by improper use.
2. This warranty does not cover adverse effects on the product caused by:
  - the product not being used and stored for more than 12 months since date of dispatch at BMZ GmbH and/or the temperature ranges specified by BMZ not having been met (the product's on-board system stores the product and storage details);
  - the product not having been installed by a specialist company in accordance with its intended use and/or the installation instructions;
  - the product not having been stored, transported, assembled, installed, operated and/or repaired according to generally accepted codes of practice; the product not having been used as intended;
  - the product having been modified;
  - the product having been opened;
  - the product having been exposed to force majeure (lightning/hailstorm/fire/vandalism).
3. This warranty only covers immediate damages. It covers neither indirect damages - specifically collateral and consequential damages - nor personal damage and/or loss of property. Collateral damages shall specifically include costs incurred by inspection, disassembly and disposal. Neither does it cover any loss of profit, reputational damage, etc.

**5 Limited warranty**

1. The overall liability to pay for warranty claims shall be limited to the purchase price payable by the warrantee with a maximum of the specified limits of point 3.
2. Satisfying warranty claims does not lead into an own separate warranty.

**6 Warranty period**

The period of this fair value warranty is ten (10) years or 5,000 complete cycles; part cycles shall be added up to complete cycles. A cycle is considered complete if the BMZ battery is recharged to 100% of its capacity, regardless of its discharge level. The warranty period shall start on the day of commissioning of the battery at the end user's location but not later than 12 months after date of dispatch at BMZ GmbH.

**7 Area of applicability**

Applicability of this warranty is limited to European Union, United Kingdom, Norway, Switzerland, Australia, Africa, Libanon.

**8 Claiming for damages/warrantor**

Damages shall be claimed from BMZ GmbH, Am Sportplatz 30, 63791 Karlstein, Germany.

Damages shall be claimed in writing any provide the following details:

- When has the battery been purchased? (Submit invoice to show date of purchase)
- What is the affected battery's model designation/serial number?
- Which defect has occurred?
- When did the defect occur?
- Which is the preferred method of compensation (replacement/repair)?

## **9 Final provisions**

The customer's claims under this warranty shall be limited to the performance specified in section 2 hereof. BMZ GmbH shall not be held liable for delays in the performance specified in section 2 hereof if such delay is caused by force majeure, war, warlike situations, strike, or other similar circumstances not under BMZ control.

This written warranty is subject to the laws of the Federal Republic of Germany.

The place of jurisdiction shall be the Landgericht (district court) of Aschaffenburg, Germany.

Revised: März 2018

This is an English translation. Only the original German version is legally binding.