



fenecon

Warranty conditions for FENECON Commercial

Status: 03/2022

FENECON GmbH, Brunnwiesenstraße 4, 94469 Deggendorf, registered in the register of commerce of Deggendorf unter HRB 4518, assumes as manufacturer towards end customers the warranties stated below for in the following listed **FENECON energy storage systems**, which have been commissioned as of March 2022.

The following product series are covered by this warranty:

- **FENECON Commercial 30**
- **FENECON Commercial 50**

1. Manufacturer contact details

For the submission of warranty claims and technical questions in after-sales, you can reach us at the following contact details:

FENECON GmbH
Brunnwiesenstraße 4
94469 Deggendorf

Service:
Phone: +49 991 64 88 00 33
Fax: +49 991 64 88 00 09
Email: service@fenecon.de

2. General

A storage system in the sense of this warranty is the delivered system including battery, power electronics and energy management system, as well as the purchased accessories and applications.

An end customer is the owner and operator of a storage system who has not purchased it for the purpose of resale. The end customer becomes a warranty claimant by submitting in the signed commissioning protocol or by sending in the commissioning protocol via the commissioning assistant. Dealers, regardless of type and trading level, cannot derive any warranty claims.

The statutory product liability, defect and warranty claims against the manufacturer and seller remain unaffected by these warranty conditions.

3. Scope of warranty

This warranty consists of 3 parts:

- 1) Product warranty for the energy storage system: 5 + 5 years
(5 years by product purchase + additional 5 years optional and purchasable for a fee up to 12 month after delivery at the latest)
- 2) Capacity warranty for the battery: 12 years or max. 6000 cycles on 70% residual capacity
- 3) Current value replacement warranty in accordance with funding program specifications (only if used): 10 years

The warranty conditions apply to the countries Germany, Austria and Switzerland. After internal consultation, the warranty can be extended to other countries if necessary. The warranty is aimed exclusively at the end customer. It can be transferred, including the resulting warranty claims, to a third party with the prior written consent of FENECON. It applies to new devices at the initial installation location.

4. Warranty

4.1. Product warranty for the storage system

A warranty case according to the product warranty exists if the storage system is defective within the period of 60 + 60 months from commissioning. A defect within the meaning of this product warranty exists if the functionality of the entire system is no longer given.

4.2. Capacity warranty for the batteries

The capacity warranty applies to the individual battery modules of the storage system. A warranty case according to the capacity warranty exists if the capacity falls below a value of 70 % of the energy quantity designated as usable capacity at the battery output side (DC) within a period of 144 months from commissioning or until 6000 full cycles are reached, whichever occurs earlier, i.e., a 3.5 kWh battery module has a capacity of <2.45 kWh. A full cycle corresponds to the full charging and discharging of the usable capacity of the battery module, partial cycles are counted accordingly. It should also be noted that the usable capacity does not correspond to the capacity that can be fed into the in-house or external grid. The reason for this is upstream processes for control and conversion, which lead to losses.

Conditions of the capacity measurement:

- Ambient temperature: $25 \pm 1^{\circ}\text{C}$
- Initial battery temperature from the BMS at the start of capacity measurement: $25 \pm 1^{\circ}\text{C}$
- Charging: constant with 0,2C until charging is stopped by the BMS
- Discharge: constant with 0,2C until discharge is stopped by the BMS
- Modules must be correctly balanced

In the case of upgrading a battery extensions, the capacity warranty of the extension modules starts from their commissioning.

Product and capacity warranty are independent of each other, the battery management system is not covered by the capacity warranty for the battery modules.

4.3. Fair value warranty in accordance with funding program specifications

A requirement for the validity of the time value replacement warranty is the use of a storage funding, which requires this time value replacement warranty. The obligation to provide proof of the use of a corresponding funding lies with the end customer.

A warranty case according to the current value warranty exists if the battery is defective before expiration of 120 months from commissioning or if the capacity falls below 80% of the nominal capacity.

As an alternative to the capacity warranty according to 4.2, the end customer can in this case demand that FENECON replaces the current value of the defective battery modules. The current value is calculated based on an annual, linear depreciation of 10%, starting from the initial commissioning.

5. Warranty requirements

5.1. Professional installation and instruction

The storage system must be installed and commissioned at the end customer's premises as a new device by a specialist electrical company in accordance with the installation conditions. The specialist electrical company must instruct the end customer in the correct handling, regular inspection and, if necessary, maintenance, as well as the operating modes of the system.

5.2. Commissioning protocol and start of warranty

A requirement for the validity of this warranty is a commissioning protocol completed jointly by the specialist electrical company and the end customer and signed commissioning protocol which has to be sent to FENECON by e-mail, fax or mail within 30 days after installation (=installation date) or created automatically via the commissioning assistant, which must be submitted during installation. Without a commissioning report, services will only be carried out at the respective valid service price lists.

The start of the warranty corresponds to the commissioning time that is noted in the associated commissioning protocol. However, the warranty starts at the latest 12 weeks after delivery by FENECON.

5.3. Damage report

Suspected warranty cases and system defects must be reported immediately to the responsible electrical specialist company. Should this company determine a warranty case after checking for exclusion criteria, it will report this to FENECON and coordinate the further procedure. The report must be made in writing within 8 weeks after the occurrence of the defect, stating the following data.

- Device type and serial number as well as the FEMS number
- Error and alarm messages on the display or online monitoring
- Exact description of the defect/fault and the effects during operation
- Currently installed software versions
- Confirmation of testing for all warranty exclusions
- Copy of the IBN protocol
- Original invoice
- Information about any previous repairs, warranty or service work or component replacement

If capacity warranties are claimed in accordance with 4.2 or 4.3, the measurement report of the capacity measurement of the battery module(s) complained about must also be submitted. The capacity measurement is to be carried out according to the specifications under 4.2 to be carried out.

5.4. Recognition of warranty claim

The reported warranty case will be examined by FENECON based on the submitted damage report. The acceptance of the warranty case and the performance of the warranty services mentioned below are subject to the examination of the defect and the cause. If there is no warranty case, the services provided will be invoiced according to the current service cost price list.

6. Warranty exclusion

There is no warranty claim in the following cases:

- a. After expiration of the warranty period or a possibly purchased warranty extension
- b. Transport damage or mechanical impact
- c. Non-compliance with the installation conditions according to the installation and service instructions
- d. Non-compliance with the installation conditions (temperature and humidity)
- e. Improper use of the storage system (observe operating instructions)
- f. Operation of the storage system with defective protective device
- g. Non-compliance with specified inspection and maintenance work
- h. Changes to/in the storage system
- i. Carrying out of repairs or modifications by personnel not authorized by FENECON
- j. Unreadable or altered serial number on the storage system or the installed components
- k. Operating of the storage system with non-designated devices or replacement parts (approval by FENECON required)
- l. Standstill of the storage system over a longer period, e.g., more than 6 months (approval by FENECON required)
- m. Damage or malfunction of the storage system
 - by accident, i.e., a direct, sudden external event
 - by overvoltage
 - by improper or willful acts
 - by direct or indirect effects of storm, frost, corrosion, lightning, overvoltage, earthquake, landslide, flood, explosion, nuclear accident, smoldering and fire
 - by war events of any kind, civil war, civil unrest, strike, lockout, confiscation or other sovereign interventions
 - for which a third party is liable

If the storage system is operated predominantly or permanently in off-grid mode, i.e., without connection to the power grid or a backup power system, these warranty conditions do not apply. Statutory warranty claims remain unaffected.

The use of additional applications via the OpenEMS platform, which are authorized by FENECON, explicitly does not affect this warranty. On the contrary, we encourage our customers to also use the energy storage systems in an energy transition-serving manner.

7. Warranty services

Should a defect occur within the warranty period and unaffected by warranty exclusion criteria, FENECON will optionally

- change another system setting
- provide another software as well as an interface of installation, if necessary
- repair this defect
- provide the corresponding replacement part (new or used) – if the identical product is no longer available, an equivalent replacement product may also be used
- provide an equivalent system (new or used)
- Deliver or extend battery capacity
- Monetary reimbursement of the difference between warranty and actual capacity at market value at the time of the warranty claim

The selection of the warranty service and the place of warranty fulfillment is incumbent upon FENECON. The place of warranty fulfillment can be FENECON's company headquarters, an external or repair warehouse or the location of the storage system at the end customer.

If the warranty service provided fails, FENECON has the option to provide warranty service again, unless this is unreasonable for the end customer or involves considerable inconvenience for him.

The warranty service includes shipping costs incl. return shipping costs for replacement parts. Not included are the labor for installation or conversion, as well as the travel costs. For this purpose, the end customer has to hire a specialized electrical company. On request FENECON can offer this service at the service prices valid at the time of the warranty claim.

If a service visit is ordered on site, the end customer must ensure barrier-free access to the device. If necessary, the required aids must be made available that comply with the applicable occupational health and safety regulations.

FENECON can be supported by trained external partners to provide the service. Exchange systems or exchanged components take over the remaining warranty period of the defective component/system. The ownership of the defective component/system is transferred to FENECON with the delivery of the replacement product.

8. Other claims

The warranty does not create any claims against the warranty provider for return from the contract or reduction of the purchase price. Further claims resulting from the defect of a device such as compensation for damages, reimbursement of costs or compensation for lost profits or savings are also excluded. Labor or transport costs incurred by the customer for warranty inspections and the replacement of components or devices will not be reimbursed under the warranty.

9. Data protection – information obligations according to Art. 13 DSGVO

For the proper fulfillment of the contract with the customer as well as processing of the warranties, among other things, personal data of the customer are also processed based on Art. 6 I S 1 lit b DSGVO. This data includes

e.g. the address of the customer as well as all information transmitted on the commissioning protocol and the operating data of the storage system. .

For the purpose of performing warranty services, this data may also be transmitted by FENECON to a commissioned service partner who has undertaken to comply with data protection in accordance with DSGVO as an order processor.

Furthermore, we may also process the customer's personal data for contacting the customer in case of a security risk or for information about newly available upgrades and updates for the customer's storage system on the basis of Art. 6 I S 1 lit f DSGVO in order to prevent damage claims.

After the purpose of the data processing has ceased to exist, at the latest after expiration of statutory retention periods resulting from limitation periods, warranty periods and tax and commercial law provisions, the customer's personal data will be deleted.

Warranty provider, processor and responsible for data protection is the company

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represented by the managing director Franz-Josef Feilmeier

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You have the right:

- in accordance with Art. 15 DSGVO to request information about your personal data processed by us. In particular, you can request information about the processing purposes, the category of personal data, the categories of recipients to whom your data has been or will be disclosed, the planned storage period, the existence of a right to rectification, erasure, restriction of processing or objection, the existence of a right of complaint, the origin of your data if it was not collected by us, as well as the existence of automated decision-making, including profiling and, if applicable, meaningful information about its details;
- in accordance with Art. 16 DSGVO to demand the immediate correction of incorrect or completion of your personal data stored by us.
- in accordance with Art. 17 DSGVO to request the deletion of your personal data stored by us, unless the processing is necessary for the exercise of the right to freedom of expression and information, for compliance with a legal obligation, for reasons of public interest or for the assertion, exercise, or defense of legal claims
- to demand the restriction of the processing of your personal data in accordance with Art. 18 DSGVO, insofar as the correctness of the data is disputed by you, the processing is unlawful, but you object to its deletion and we no longer require the data, but you need it for the assertion, exercise or defense of legal claims or you have objected to the processing in accordance with Art. 21 DSGVO
- pursuant to Art. 20 DSGVO to receive your personal data that you have provided to us in a structured, common, and machine-readable format or to request the transfer to another controller
- to revoke your consent at any time in accordance with Art. 7 (3) DSGVO. This has the consequence that we may no longer continue the data processing based on this consent for the future.

- complain to a supervisory authority in accordance with Art. 77 DSGVO. As a rule, you can contact the supervisory authority of your usual place of residence or workplace or our registered office for this purpose. You can find a list of data protection officers and their contact details on the Internet at https://www.bfdi.bund.de/DE/Infothek/Anschriften_Links/anschriften_links-node.html.

Right of objection

You have the right to object at any time, on grounds relating to your situation, to the processing of personal data concerning you which is carried out based on Article 6(1)(e) or (f). We will no longer process your personal data after objection, unless we can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms, or the processing serves the assertion, exercise or defense of legal claims .

10. Applicable law

This warranty declaration is subject to the law of the Federal Republic of Germany to the exclusion of the provisions on the UN Uniform Law on the Sale of Goods (CISG). In the case of consumers who do not conclude the contract for professional or commercial purposes, this choice of law shall only apply insofar as the protection granted is not withdrawn by mandatory provisions of the law of the state in which the consumer has his usually residence.

If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of performance and jurisdiction for disputes arising from this contractual relationship shall be Deggendorf. The same applies in the event that the customer is an entrepreneur and has no general place of jurisdiction in Germany .