

Warranty conditions for FENECON Commercial

Status: 10/2024

The following conditions of this voluntary manufacturer's warranty apply to all **FENECON Commercial 92** systems commissioned from October 2024.

1. Guarantor

The guarantor is the company registered in the commercial register of the Deggendorf Local Court under the number HRB 4518

FENECON GmbH
Brunnwiesenstraße 4
94469 Deggendorf.

2. Warranty holder

The warranty holder is the end customer who has not purchased the system for the purpose of resale but for his own use. Dealers, regardless of type and trading level, cannot derive any claims from this warranty.

System means the combination of the individual components of the storage system, in particular consisting of batteries, power electronics, energy management system and software.

The end customer becomes the warranty holder by sending in the commissioning protocol. The warranty, including the resulting warranty claims, can only be transferred to a third party with the prior written consent of FENECON. However, the warranty holder is authorised to commission a third party (e.g. his installer) to assert his warranty claims.

3. Scope of warranty

The warranty applies exclusively to new devices at the initial installation site and consists of three parts:

- 1) **the product warranty** for the system. The warranty period of the product warranty is ten years (= 120 months).
- 2) the **capacity warranty** for the individual battery modules of the system. The warranty period of the capacity warranty is twelve years (= 144 months).
- 3) the **time value replacement warranty** for the individual battery modules of the system as an alternative to the capacity warranty. The warranty period for the time value replacement warranty is ten years (= 120 months).

The warranty period begins with the first commissioning (= first start-up) of the system, but no later than twelve weeks after its delivery by or collection from FENECON.

The warranty is valid in Germany, Austria and Switzerland. The warranty can be extended to other countries with the prior written consent of FENECON.

If battery modules are subsequently extended, the scope of the warranty for the extension modules, in particular the warranty period, is determined by the warranty conditions applicable at the time the extension modules are commissioned.

4. Warranty content

4.1. Product warranty

The product warranty applies if the system is no longer functional. Defects that have no direct effect on the operation of the system, such as cosmetic defects and defects in the surface finish, are not covered by the product warranty. The same applies to defects that are due to natural wear and tear, i.e. normal wear and ageing.

Capacity deviations are to be assessed solely in accordance with the capacity or time value replacement warranty.

4.2. Capacity warranty

The capacity warranty applies if the capacity of a battery module on the battery output side (DC) falls below a value of 70 % of the amount of energy shown as usable capacity before reaching 6,000 full cycles. The capacity falls below 70 % of the usable capacity if a 2.8 kWh battery module has a capacity of less than 1.96 kWh.

A full cycle corresponds to the energy of the usable capacity of the battery module. Partial cycles are counted accordingly. It should be noted that the usable capacity does not correspond to the capacity that can be fed into the internal or external grid. This is due to upstream processes for control and conversion, which lead to losses.

The battery management system (BMS) is not covered by the capacity warranty.

Whether a warranty claim exists must be determined by measuring the actual capacity. The capacity measurement must be carried out under the following conditions:

- ambient temperature: 25° C ±1 C°
- initial battery temperature of the BMS at the start of the capacity measurement: 25° C ±1 C°
- loading: constant at 0.2 C until loading is stopped by the BMS
- discharge: constant at 0.2 C until the discharge is stopped by the BMS
- battery modules must be correctly balanced

4.3. Time value replacement warranty

The time value replacement warranty applies if the end customer has taken advantage of a subsidy that requires a time value replacement warranty and if the capacity of a battery module falls below 80 % of the usable capacity before reaching 3,650 full cycles.

The BMS is not covered by the time value replacement warranty.

Whether a warranty claim exists must be determined by measuring the actual capacity. The capacity measurement must be carried out under the conditions specified in section 4.2.

5. Warranty conditions

5.1. Professional installation and instruction

The system must have been installed and commissioned by a qualified third party. The end customer must be instructed in the correct handling, any regular inspection and maintenance and the operating modes of the system.

5.2. Commissioning protocol and start of warranty

The commissioning protocol must be signed by the end customer and the installer and sent to FENECON by post, by e-mail to service@fenecon.de or via the commissioning assistant within 30 days of the system being installed, unless it is created automatically via the commissioning assistant. It must be received there no later than 30 days after installation of the system. Otherwise, services will only be carried out at the cost rates valid at the time of the warranty claim, which will be communicated to the end customer before the service is provided.

5.3. Damage report

Warranty claims must be reported to FENECON in text form (e.g. by e-mail) within the warranty period. The notification must be made within a preclusive period of 8 weeks after the end customer has become aware of the warranty case or could have become aware of it without gross negligence.

The following data must be communicated to FENECON in particular:

- the model,
- the serial numbers of the individual components of the system, if these are not shown in the commissioning protocol,
- the FEMS number,
- the currently installed software versions,
- type and extent of the impairment/fault or capacity deviation and when it first occurred and, if applicable, its effects on the system, including any error and alarm messages displayed in online monitoring.

The following documents in particular must be enclosed with the notification:

- invoice,
- copy of the commissioning protocol,
- confirmation that none of the warranty exclusion reasons listed in section 6 apply. At the request of FENECON, the end customer must provide appropriate evidence, e.g. maintenance records.
- If the **product warranty** is utilised, proof must also be provided that the system is no longer functional.
- If the **capacity or time value replacement warranty** is utilised, the report of the capacity measurement carried out in accordance with section 4.2 must also be enclosed.
- If the **time value replacement warranty** is utilised, proof of the use of a subsidy for the system that requires a time value replacement warranty must also be enclosed.

6. Warranty exclusion

There is no warranty claim for systems that:

- a. have not been stored, transported, set up or installed properly and professionally, not in accordance with standards, not in accordance with the specifications of the respective current assembly, installation and/or operating instructions or not in accordance with the recognised rules of technology,
- b. have been removed from the site of initial commissioning or moved to another site, reinstalled or reassembled there without the prior written consent of FENECON,
- c. have been resold, recycled or otherwise reused without the prior written consent of FENECON,
- d. were not operated in accordance with the legal safety regulations applicable at the site,
- e. were not operated in accordance with their intended use or the specifications of the respective current assembly, installation and/or operating instructions,
- f. were operated with a defective protective device,
- g. were operated predominantly or permanently in off-grid mode, i.e. without connection to the electricity grid or a grid system,
- h. were operated with components not authorised by FENECON,
- i. were operated without the security-relevant updates provided and recommended by FENECON,
- j. have not been inspected and maintained or have not been inspected and maintained properly, in particular not in accordance with the maintenance instructions in the respective current assembly, installation and/or operating instructions,
- k. have been modified by the end customer or third parties without authorisation or have been subjected to other improper interventions,
- l. have been repaired by a third party not authorised by FENECON,
- m. have not been operated for a period of more than six months after delivery by or collection from FENECON,
- n. were continuously out of operation for a period of more than six months after initial commissioning - out of operation means the absence of loading and unloading processes,
- o. have not been properly decommissioned so that the battery modules have been discharged, in particular by loads that are still active (such as inverters and BMS),
- p. were connected to a power supply where an overvoltage has occurred,
- q. were exposed to force majeure, in particular storm, frost, fire, explosion, lightning, earthquake, landslide, flood or other harmful environmental conditions and war.

The exclusion of warranty already applies if one of the aforementioned circumstances was a contributory cause of the impairment, damage or destruction that occurred. (Contributory) causation is presumed. The end customer is at liberty to provide evidence of the lack of causation.

Benefits under this warranty are also excluded if:

- a. one of the type plates on the system or one of the serial numbers on it has been removed, damaged or altered,
- b. the warranty claim was caused or contributed to by the end customer, its employees, authorised representatives, legal representatives, vicarious agents or third parties. (Contributory) causation shall be presumed. The end customer is at liberty to provide evidence of the lack of causation.

7. Warranty services

In the event of a warranty claim, FENECON shall, at its own discretion

- change system settings,
 - provide other software and, if necessary, an interface for installation,
 - repair the system or its components,
 - provide a replacement system that is equivalent in terms of condition (new/used) and function,
 - provide a replacement component that is equivalent in terms of condition (new/used) and function,
 - supply the battery capacity or extend.
- Within the scope of the **product warranty**, FENECON may also take back the system and replace its current value. The current value of the system is calculated on the basis of the net price at which FENECON offered the corresponding system for sale at the time of purchase by the end customer, plus statutory VAT, unless the end customer is entitled to deduct input tax. From the start of the warranty period in accordance with section 3, it shall be reduced annually (pro rata temporis if applicable) by 20 % of the remaining residual value (degressive). From the sixth year onwards, the current value is reduced annually (pro rata temporis, if applicable) by 6.6% on a linear basis; the basis of assessment in this respect is the net price at which FENECON offered the corresponding system for sale at the time of purchase by the end customer, plus statutory VAT, unless the end customer is not entitled to deduct input tax.
- Within the scope of the **capacity warranty**, FENECON may additionally reimburse the difference between the warranty and the actual capacity. The reimbursement amount for a kilowatt hour is calculated based on the net price at which FENECON offers the corresponding or a comparable battery module for sale at the time of the warranty claim, in the absence of such an offer based on the usual market net price for a corresponding or a comparable battery module, plus statutory VAT, unless the end customer is entitled to deduct input tax. The reimbursement amount depends on the age of the battery module at the time of the warranty claim and is reduced annually (pro rata temporis if applicable) by 20 % of the remaining residual value (degressive) from the start of the warranty period in accordance with Section 3. From the tenth year onwards, it shall be reduced annually (pro rata temporis, if applicable) by 5.5 % on a linear basis; the basis of assessment in this respect shall be the net price at which FENECON offers the corresponding or a comparable battery module for sale at the time of the warranty claim; in the absence of such an offer, the net price customary in the market for a corresponding or a comparable battery module, plus statutory VAT, unless the end customer is entitled to deduct input tax.
- As part of the **time value replacement warranty**, FENECON can also replace the current value of the affected battery module(s). The current value of a battery module is calculated on the basis of the net price at which FENECON offered the corresponding battery module for sale at the time of purchase of the system by the end customer, plus statutory VAT, unless the end customer is entitled to deduct input tax. From the beginning of the warranty period according to section 3, it shall be reduced annually (pro rata temporis, if applicable) by 10 % on a straight-line basis.

FENECON shall be entitled to choose the place of fulfilment of the warranty service. The place of fulfilment may be any business premises maintained by FENECON at the time of the warranty claim as well as the place where the system is operated.

FENECON is authorised to make use of qualified third parties for the provision of services.

If a warranty service fails, FENECON shall be entitled to provide another warranty service at its own discretion, unless this is unreasonable for the end customer.

The provision of warranty services does not extend the warranty period. The replacement system or component(s) will take over the remaining warranty period of the replaced system or component(s).

The repair or replacement of the system or its components includes the shipping/transport costs for the replaced and exchanged component(s), unless the end customer uses a shipping/transport company other than the one designated by FENECON. Not included are any import, transit or export taxes and duties, such as customs duties, as well as the costs of any installation and conversion measures required in connection with the repair or replacement of the system or its components, including the costs of travelling to and from the place where the system is operated. Installation and modification work shall be carried out by a qualified third party. Upon request of the end customer, FENECON can offer such services at the cost rates valid at the time of the warranty claim. If an on-site service call is ordered, the end customer must ensure that FENECON and any third parties commissioned by FENECON to provide the service have barrier-free access to the system. If necessary, special aids must be provided that comply with the applicable health and safety regulations.

Upon delivery of the replacement system or component(s), ownership of the replaced system or component(s) shall pass to FENECON.

8. Further claims

All claims beyond the warranty services in section 7, in particular for cancellation of the contract, reduction of the purchase price and compensation for damages and expenses, are excluded. FENECON assumes no liability for any financial losses of any kind incurred by the end customer in connection with the warranty claim and its examination. This includes, but is not limited to, lost profits, unrealised savings, loss of use and production, financing, (dis)installation, conversion, transport, travel costs and damage caused by the system to other legal assets.

The statutory product liability and ensuring claims remain unaffected by the warranty and can be asserted by the end customer free of charge, regardless of whether a warranty case exists or the warranty is utilised. The special requirements for the assertion of warranty claims do not apply to the assertion of ensuring claims. This applies even if the end customer has purchased the system directly from FENECON.

9. Assumption of costs for unjustified warranty claims

If FENECON or a third party commissioned by FENECON establishes during the inspection of the system that there is no warranty case or a reason for exclusion from warranty according to clause 6, FENECON shall be entitled to demand compensation from the end customer for the expenses incurred in the course of the inspection, provided that the end customer has not established due to gross negligence that there is no warranty case or a reason for exclusion of warranty according to clause 6. The working time spent as well as the costs of travelling to and from the site will be charged according to the cost rates valid at the time of the occurrence of the warranty case, which will be communicated to the end customer before the service is provided.

10. Applicable law

The warranty declaration is subject to the law of the Federal Republic of Germany. The application of the conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

The place of fulfilment and jurisdiction for disputes arising from or in connection with this warranty declaration is the registered office of FENECON.

Should individual provisions of this warranty declaration be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. This also applies in the event of loopholes.