

SOLARWATT WARRANTY CONDITIONS for "MyReserve" STORAGE BATTERY

A Scope

1. These warranty conditions apply to the products "MyReserve 500" and "MyReserve 800". The overall products *SOLARWATT MyReserve 500* and *SOLARWATT MyReserve 800* (hereinafter jointly referred to as the "**Product**") consist of different components, including the *SOLARWATT MR PACK 2.2* battery module (hereinafter referred to as the "**Battery Module**") and other components such as the housing, the power electronics, cabling and switches.
2. SOLARWATT GmbH (hereinafter referred to as "**SOLARWATT**") provides the End Customer with a Product Warranty (B.1) and a Performance Warranty (B.2) pursuant to the conditions set out below. The Performance Warranty (B.2) applies to the Battery Module only and not to other Product components. The Product Warranty applies to the Battery Module and the other Product components.
3. The Warranty pursuant to these warranty conditions applies to Products which the End Customer purchases in countries in which SOLARWATT does not have country-specific warranty conditions for Products in place. All warranty conditions for Products are available at www.solarwatt.de. The Warranty pursuant to these warranty conditions shall remain unaffected even if the End Customer transfers the Product to and operates the Product in a different country afterwards.
4. The Warranty pursuant to these warranty conditions applies in addition to any of the End Customer's statutory rights arising from product defects. These warranty conditions do not affect any of the End Customer's statutory rights arising from product defects. Such rights continue to exist regardless of whether a warranty claim event is given or asserted.
5. These warranty conditions do not affect any of the End Customer's rights to insurance benefits if SOLARWATT Full Coverage conditions applies.

B Warranty

1. SOLARWATT guarantees the End Customer that the Product is free of material and processing defects which have an impact on the Product's correct functioning ("**Product Warranty**") pursuant to these warranty conditions. This Product Warranty applies for a period of five years starting from the date the End Customer

purchased the Product, however for a maximum of five years and six months after the Product is shipped from the factory. SOLARWATT shall provide the End Customer with the date on which the Product was shipped from the factory immediately after the End Customer's respective request.

2. SOLARWATT guarantees the End Customer pursuant to these warranty conditions that each installed Battery Module is able to provide a usable capacity equal to at least 80% of the usable capacity available at the time that Battery Module concerned was installed for a period of at least ten years starting from the date the End Customer purchased the Product. However, this is limited to a maximum period of ten years and six months after the Product is shipped from the factory or to the point in time when 4,100 full cycles have been reached ("**Performance Warranty**"). SOLARWATT shall provide the End Customer with the date on which the Product was shipped from the factory immediately after the End Customer's respective request. A full cycle is reached if the Battery Module of the Product has been completely charged and discharged with an amount of energy corresponding to the usable capacity of the Battery Module (example: a full cycle is reached if the Battery Module is fully charged starting from an initial charging status of 50 % of the usable capacity, discharged by the half of the usable capacity, completely recharged and again discharged by the half of the usable capacity).
3. The Performance and Product Warranties (hereinafter also referred to as the "**Warranty**") are provided exclusively to the End Customer. "**End Customer**" is the purchaser of the Product who has acquired it from an authorized SOLARWATT dealer for its own domestic use and not for the purpose of further sale or any other type of commercial exploitation.

C SOLARWATT Warranty services

1. If a warranty claim event occurs during the relevant warranty period, SOLARWATT will, at its sole discretion:
 - a) repair the Product, the Product component concerned, or the Battery Module at the End Customer's site; or
 - b) repair the Product, the Product component concerned, or the Battery Module at SOLARWATT's or a third party's facilities; or
 - c) supply the End Customer with an equivalent replacement Product, an equivalent replacement

Product component, or an equivalent replacement Battery Module.

If the original Product, the Product component, or Battery Module is no longer manufactured in series production, SOLARWATT reserves the right to supply a replacement Product, Product component, or Battery Module which provides the same or comparable functions.

2. If SOLARWATT replaces a Product under C.1.c), title to the original Product, Product component, or Battery Module replaced by SOLARWATT will pass to SOLARWATT once the End Customer receives the replacement Product, component, or Battery Module. The title in any components replaced during repair, including Battery Modules, passes to SOLARWATT as well. The relevant warranty period for a Product, Product Component or Battery Module does not begin again. Rather, the remaining time of the original warranty period applies for the supplied replacement Products, replacement Product components, replacement Battery Modules, and any components replaced during repair, including Battery Modules.
3. If SOLARWATT repairs the Product, the Product component, or the Battery Module at SOLARWATT's or a third party's facility pursuant to Section C.1.b) or supplies an equivalent replacement Product, an equivalent replacement Product component, or an equivalent replacement Battery Module pursuant to Section C.1.c), SOLARWATT will engage a carrier who will collect the affected Product from the End Customer's site. If a warranty claim is valid, SOLARWATT will bear the arising collection and delivery costs. However, SOLARWATT may demand compensation of any reasonable costs incurred in collecting the Product and returning the repaired Product by the End Customer the End Customer knew or gross negligently did not know that no valid warranty claim was given.

If SOLARWATT repairs the Product, the Product component, or the Battery Module at SOLARWATT's or a third party's facility pursuant to Section C.1.b) or supplies an equivalent replacement Product, an equivalent replacement Product component, or an equivalent replacement Battery Module pursuant to Section C.1.c), the costs for dismantling of the original Product, Product component, or Battery Module and re-installation if the equivalent replacement Product, the equivalent replacement Product component, or the equivalent replacement Battery Module are not covered by this warranty. The End Customer bears any such costs.

4. If the End Customer submits a claim under this Warranty and it turns out that there is no valid warranty claim event, SOLARWATT reserves the right to invoice the End Customer for any reasonable costs incurred in collecting, inspecting or returning the relevant Product, provided that the End Customer knew or gross negligently did not know that no valid warranty claim was given.

5. If a warranty service provided by SOLARWATT is not successful, SOLARWATT is entitled to repeat the same warranty service measure or provide another form of remedy unless this is unreasonable for the End Customer.

D Exclusion of the Warranty

1. The Warranty does not apply to Products, Product components or Battery Modules which are impaired, damaged, or destroyed due to the fact that:
 - a) they have been stored or transported recklessly, or without reasonable skill and care by the End Customer or a third party;
 - b) they have not been installed, dismantled, or re-installed according to SOLARWATT's installation and operating instructions and according to acknowledged rules of technology;
 - c) they have been operated in contradiction to their intended purpose and, in particular, in contradiction to the installation and operating instructions;
 - d) they have not been maintained properly, in particular, not pursuant to the maintenance instructions in the installation and operating instructions;
 - e) the End Customer or a third party has modified them incorrectly or they have been damaged intentionally or subject to any other inappropriate action; or
 - f) they have been exposed to a force majeure, in particular, lightning strike, fire, or natural disasters.

The Warranty does not cover Battery Modules which are impaired, damaged, or destroyed, because they have not been used for more than six months in a Product which was installed in a photovoltaic system and which was operated within this photovoltaic system.

2. The End Customer's warranty claim is not valid if the notification period set forth in Section E.4 is exceeded unless the End Customer has not culpably exceeded this notification period.

E Provisions on the assertion of warranty claims

1. It is a prerequisite for the assertion of warranty claims that the Product has been **registered at www.solarwatt.de within 3 months** as of the initial operation date.
2. The End Customer may only assert a warranty claim against SOLARWATT in writing and by submitting a copy of the original invoice issued by the SOLARWATT product dealer or other proof of purchase. The claim form for End Customers which is available at www.solarwatt.de should be used for this purpose.

3. Further documentation (e.g. photos or records) shall be provided to SOLARWATT upon request from SOLARWATT.
4. If an obvious warranty claim event occurs, the End Customer shall notify SOLARWATT thereof immediately, however within a cutoff period of four (4) weeks after discovery at the latest.

F Transfer to a new owner

If the End Customer sells and transfers the title to the Product on, this Warranty is transferred to the new owner of the Product to the extent of the remaining warranty period. The respective new owner is then considered the End Customer for the purposes of these warranty conditions. In this event, this Warranty expires for the prior End Customer.

G Limitation of liability

1. Any claims for damages or expenses against SOLARWATT irrespective of the legal basis (contract, tort or any other area of law) out of or in connection with this warranty are excluded. SOLARWATT shall in no event and irrespective of the legal basis be liable to pay damages to the End Customer for loss of profit or revenue, loss of use, loss of data, cost of capital, down-time costs, cost of

substitute goods, property damage external to the Products and any damage or loss arising out of such damage or any special, incidental, indirect or consequential damage. This also applies if such damage occurs at a third party's premises.

2. The aforementioned limitation of liability does not apply if SOLARWATT is liable pursuant to product liability law, in cases of willful intent, gross negligence, injury to life, body or health, or breach of material contractual obligations, i.e. obligations that actually enable the proper execution of the contract in the first place and which the End Customer can regularly and fully expect to be met. Compensation for breach of material contractual obligations is, however, restricted to foreseeable losses arising from the type of contract, provided no willful intent or gross negligence is involved, there is no injury to life, body or health, and SOLARWATT is not liable under product liability law.

H Final provisions

1. These warranty conditions are subject to German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). This does not apply insofar as mandatory law provides otherwise.
2. Should individual clauses in these warranty conditions be or become invalid, the validity of the rest of the clauses remains unaffected.

Warrantor:

SOLARWATT GmbH
Maria-Reiche-Str. 2a
01109 Dresden
Germany
Tel.: +49 351 889 50
Fax: +49 351 889 51 11
E-mail: info@solarwatt.de



Detlef Neuhaus
Geschäftsführung (CEO)

Carsten Bovenschen
Geschäftsführung (CFO)

Dresden, 01.02.2017
Place and date of issue

SOLARWATT GmbH
Maria-Reiche-Str. 2a
01109 Dresden
Germany
www.solarwatt.de

