

Terms of Warranty

1. Validity

This warranty from Shanghai PYTES Energy Co., Ltd. is limited to defects in workmanship and material and applies to the following products:

- **E-Box-48100R ESS battery system**
- **E-Box-48100C ESS battery system**
- **E-Box-4850 ESS battery system**

Assembly kits, consumables and other enclosures for the product are excluded.

2. Consumer Laws

If the Product is purchased from an Authorized Reseller in European Union and the Consumer Law applies, including Great Britain, the Product comes with guarantees that cannot be excluded under the EU Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

The benefits provided by this Warranty are in addition to all other rights and remedies in respect of the Product which You have under the Consumer Law or any other law that cannot be excluded.

3. Product Warranty

PYTES warrants that the Product will be free of defects caused by improper workmanship or defective materials.

This warranty commences the period of ten years from the earlier of:

- 1). the date of installation of the Product; or
- 2). six months after the date the Product was manufactured

(Warranty Period) subject to the conditions in clause 4 and the Exclusions in clause 6. This warranty does not include any accessories and tool kit items provided with the Product.

PYTES will repair or replace the Product if the Product is defective and returned during the Warranty Period.

4. Warranty Conditions

The warranties in respect of the Product only apply if the Product:



- 1). is purchased from PYTES or an Authorized Reseller in the Territory;
- 2). has the official PYTES serial number;
- 3). is installed in a battery module in the Territory;
- 4). is installed, operated and maintained in accordance with the Product Instructions; and
- 5). be used on a daily cycle basis and only for energy storage system, (Warranty Conditions).

The warranty would be inapplicable if the defect in or failure of the Product's performance is attributable to your misuse, abuse, accident or non-observance of the Product.

5. Claim

Claims can be made to the Authorized Reseller from whom the Product was purchased or from PYTES directly.

You must, within 48 hours of a defect being discovered, notify PYTES of a claim by:

- 1). if You registered the Product, completing the claim form on the PYTES website; or
- 2). if You did not register the Product, completing the warranty card provided with the Product at the time of purchase and either emailing a copy to PYTES at the below email address, or delivery or emailing the warranty card to the Authorized Reseller from whom the Product was purchased.

In order to claim under this Warranty, You must:

- 1). present the certificate of warranty declaration in its original form;
- 2). submit the invoice for the procurement of the Product indicating the date of delivery; and
- 3). provide the PYTES system log data recorded by the Product as an indication of whether or not the Minimum Capacity has been achieved.

To make a claim to PYTES directly, please contact:

Address: No.3492 Jinqian Road, Fengxian District, Shanghai, China
Post Code: 201406
Telephone: +86 21 57 47 43 66
Fax: +86 21 57 47 58 27
Email: ess_support@pytesgroup.com

PYTES may contact You for further information regarding a defect. PYTES may require You to complete root analysis testing of the Product to provide evidence supporting the claim. Final verification of the claim will be made by PYTES.

If You dispute PYTES's verification of the claim, the Product must be evaluated by an EU government certified testing lab or a certified 3rd party testing company. You will bear the cost of any 3rd party evaluation service charge (unless your claim is proven to be valid, in which case PYTES will be responsible for the testing costs).

If any testing of the Product's capacity is required, the testing must occur in the following conditions

- a) The ambient temperature of the Product must be $25^{\circ}\text{C}\pm 2^{\circ}\text{C}$
- b) The initial temperature of the battery pods must be $25^{\circ}\text{C}\pm 1^{\circ}\text{C}$
- c) Power shall be discharged by the Product at 10A as measured at the 54V DC link from an initial 100% charge capacity.

If the Product is no longer available, PYTES may, at its discretion, replace the Product with a refurbished product or different product or parts with equivalent functions and performance according to the latest technical information available.

6. Exclusions of Warranty

To the extent permitted by law, PYTES excludes all liability for the Product to the extent that any damage or defect has been caused or contributed to by the following:

- 1). Inverter or charger failure;
- 2). the Product being installed with inverters or chargers which have not been certified by PYTES;
- 3). treating the Product improperly, negligently or in any other inappropriate way, including using the Product outside the recommended ambient temperature condition in accordance with the Product Instructions;
- 4). transportation, including but not limited by dropping, trampling, deforming, impacting, or spearing with a sharp item;
- 5). storage, installation, commissioning, modification or repair of the Product that has been performed by a person other than PYTES or a PYTES's certified installer;
- 6). abuse, misuse, negligence, accidents or force majeure events, including but not limited to lightning, flood, fire, extreme cold weather, or other events outside the reasonable control of PYTES;
- 7). any attempt to extend or reduce the life of the product without written confirmation from PYTES, whether by physical means, programming or others;
- 8). removal and reinstallation at another place from the original installation without the written confirmation from PYTES;
- 9). water, conductive dust or corrosive gas;
- 10). the Product has been connected with different type battery modules;
- 11). failure to install, operate or maintain the product in accordance with the Product Instructions;
- 12). normal wear and tear or deterioration, or superficial defects, dents or marks that impact the performance of the Product; and
- 13). theft or vandalism of the Product or any of its components.

7. General provisions

This warranty is subject to the law of the EU

If any provision in this document is unenforceable, illegal or void or makes this document or any part of it

unenforceable, illegal or void, then that provision is severed and the rest of this document remains in force.

If any provision in this document is unenforceable, illegal or void in 1 jurisdiction but not in another jurisdiction or makes this document or any part of it unenforceable, illegal or void in 1 jurisdiction but not in another jurisdiction, then that provision is severed only in respect of the operation of this document in the jurisdiction where it is unenforceable, illegal or void.

8. Definitions

In this document:

- 1). Authorized Reseller means an approved PYTES retailer or distributor in the Territory.
- 2). Consumer Law means EU Consumer Law.
- 3). Minimum Capacity means at least 70% of the Nominal Energy during the Warranty Period.
- 4). Nominal Energy means the initially rated capacity of the Product as printed on the label of the Product.
- 5). Product means all battery systems in clause 1 manufactured by PYTES.
- 6). Product Instructions means the instructions and manuals issued by PYTES with the Product that set out how the Product should be installed and operated.
- 7). PYTES means Shanghai PYTES Energy Co., Ltd. of No.3492 Jinqian Road, Fengxian District, Shanghai, China.
- 8). Territory means all the countries in European Union, including Great Britain, depending on where the Product was purchased.
- 9). You means the natural person who has purchased the Product.

Shanghai, China. 25.01.2022
Shanghai PYTES Energy Co., Ltd.

Robert Lothlorien
(International Sales Director of ESS Business Unit at PYTES)