

## Warranty – Terms and Conditions

These are the warranty terms and conditions for all RCT POWER Battery components starting from the date of first commissioning 01.04.2018 and later. They are valid for European Countries.

NOTE: Please note that the warranty is only valid for the RCT POWER Battery storage system (referred to below as "product") in compliance with the following conditions!

### A. 10-year product warranty for the integrated electronics of the Power Battery BMS Master unit (without the accumulator)

- (1) RCT Power GmbH (below referred to as the "Guarantor") guarantees the end user of the product (below referred to as the "Warranty") for a warranty period of 10 years from the date of initial installation of the product (but not later than 126 months after delivery ex-works), that the integrated electronics of the product are free from defects in materials and workmanship that affect their functionality. Excepted from this are wear and tear as well as improper use of the product in accordance with the provisions defined under D.
- (2) A warranty claim exists if the integrated electronics (Power Battery BMS Master unit) are defective within 10 years of the date of the first installation of the product.
- (3) In the case of a warranty claim, the end customer may demand that the guarantor compensates the time value of the defective Power Battery BMS Master (time value compensation warranty - see warranty conditions B(4)). In this case, the guarantor compensates 100% of the gross acquisition value of the Power Battery BMS Master unit less any discounts and tax refunds in the first 2 years from the date of the initial installation of the product. For the further 8 years of the total 10 year warranty period, the guarantor will compensate the time value of the Power Battery BMS Master unit.
- (4) The integrated electronics are "defective" in the meaning of this warranty if they no longer have the quality which the warranty can expect according to the product descriptions of the guarantor.
- (5) The warranty may request the repair of the electronics (without the accumulator) at the guarantor's expense. The electronics are repaired when they have the quality that the warranty can expect from the product descriptions of the guarantor. For the purpose of repair, the guarantor is also entitled to replace the product (without the accumulator) step by step with a product (without the accumulator) of the same type and quality in exchange for the defective product (without the accumulator).

### B. 10 year product warranty for the Accumulator (Power Battery Stack)

- (1) The warranty protection of the Accumulator (Power Battery Stack) is limited to 10 years from the date of the first installation of the product (but no longer than 126 months after delivery ex-works).
- (2) A warranty claim exists if the accumulator or a single storage module is defective within the warranty period. The accumulator is "defective" in the meaning of this warranty if its capacity falls below 80% of its nominal capacity at 25°C battery temperature according to the datasheet associated with the product. Inverter and other loads are not connected to the accumulator. (see Appendix 1 for conditions capacitance measurement),
- (3) In the event of a warranty claim, the end customer may request that the guarantor compensates the current value of the defective accumulator (fair value compensation guarantee). In the first 2 years from the date of initial installation of the product, the guarantor will compensate 100% of the gross purchase price of the accumulator less any discounts and tax refunds, etc. For the further 8 years of the total 10 year warranty period, the guarantor will compensate the time value of the accumulator.
- (4) The time value of the accumulator is calculated after 2 years have expired from the date of the first installation of the product. It is based on an annual straight-line depreciation assumed over the period of a further 8 years. The initial value of the fair value calculation is 8/10 or 80% of the base price according to point B (5). The average annual depreciation over the period is 1/10 or 10%.

Class 1: 100 %	up to the end of the 24th month
Class 2: 75 %	between the 25th and 36th month
Class 3: 65%	between the 37th and 48th month
Class 4: 55%	between the 49th and 60th month
Class 5: 45 %	between 61st and 72nd month
Class 6: 35%	between the 73rd and 84th month
Class 7: 25 %	between the 85th and 96th month
Class 8: 15 %	between the 97th and 108th month
Class 9: 5 %	between 109th and 120th month

No time value compensation is provided from the 121st month.

- (5) The net sales price of the accumulator (excluding storage electronics/switch cabinet and other peripherals) according to the invoice issued to the system owner (less any discounts and tax refunds) is used as the basis for the time value compensation calculation. The guarantor reserves the option to provide product replacement in the event of a warranty claim.
- (6) Optionally, the warrantee can request the replacement of the accumulator within the first 2 years from the first installation of the product. For this purpose, the guarantor may replace the accumulator step by step with an accumulator of the same type and quality in exchange for the defective accumulator. If the products are no longer on sale, RCT Power may, at its discretion, replace them with a product with the corresponding scope of functions and services. Alternatively the guarantor can refund the remaining price of the products written off annually during the warranty period in accordance with B(4).

### C. Common warranty provisions

- (1) The warrantee must assert his warranty claims against the guarantor (e.g. by letter or e-mail) within 14 days after he has recognized or should have recognized a defect:  
  
RCT Power GmbH  
  
Line-Eid-Str. 1, 78467 Constance, Germany  
  
E-mail: [service@rct-power.com](mailto:service@rct-power.com)
- (2) The provision of warranty services does not extend the warranty period. For the newly installed or delivered products and/or components, the previous warranty period continues. The guarantor does not grant an additional guarantee for newly installed or delivered products and/or components. After the expiry of the warranty period for the respective product, no claims can be asserted under the warranty.
- (3) Data backup and other forms of data protection are not part of the warranty. It is the sole responsibility of the warrantee to protect existing data against loss, damage or destruction before handing over the product to the guarantor or his representatives.

### D. Warranty limitations and exclusions

The warranty is independent of the guarantee obligations of the sales contract between vendor the end customer and leaves these unaffected.

- (1) Any claims of the warrantee are excluded in the following cases:
  - a) Improper use
  - b) Installation that is not appropriate or professional or is non-standard. Installation that does not comply with the Installation instructions and guides provided by the guarantor
  - c) Unprofessional and/or improper operation or operation contrary to the operating instructions and guides of the guarantor.
  - d) Operation without or with defective protection systems

- e) Warrantee has stored the Li-ion accumulators for more than three months with a state of charge (SOC) < 40%
  - f) Unauthorized modifications or repairs of any kind without a specifically trained electrician
  - g) Use of spare parts and accessories which do not correspond to the original specifications of the guarantor
  - h) Removing, damaging or destroying of any seals and/or type plates that have been applied by the guarantor
  - i) Damage caused by exposure to foreign bodies and force majeure
  - j) Failure to comply with the relevant safety regulations
  - k) Transport damage
  - l) Lightning strike
  - m) Culpably omitted software updates
  - n) Products have not been installed in an interior room (in the building)
  - o) The ambient temperature has exceeded or fallen below the product's permitted range of **-10°C to 40°C**
  - p) The storage temperature has exceeded or fallen below the product's permitted range of **-20°C to 40°C**
  - q) 3500 complete charge and discharge cycles had been exceeded. For the purposes of this warranty, a "complete charge and discharge cycle" is defined when after the extraction of the total usable capacity of the batteries of an RCT Power System these are subsequently recharged to full charge. "Partial cycles" are the quantities of charge converted up to a change of sign of the current if a full charge is not achieved.  
  
A complete charge and discharge cycle is accomplished e.g. at the following charging and discharging cycles when...
    - the battery has been completely charged and discharged once
    - or the battery has been completely charged twice and discharged to SoC 50 % twice
    - or the battery has been charged twice from a state of charge of SoC 30% to SoC 80% and discharged back to the initial state of charge
  - r) The cumulative energy throughput per usable kWh within 10 years of the initial commissioning is greater than 3,500 kWh
- (2) Any further claims against the guarantor, in particular claims for damages for lost profit, assembly costs for installation and removal and transport (return and delivery) are excluded.
- (3) The total liability of the guarantor under this warranty is also limited to the amount of the net sales price that the end customer has paid for the product as shown on the invoice.

## **E. Data Protection & Privacy**

In order to fulfil the obligations of this warranty, the guarantor collects, processes and uses the data provided by the warrantee and his product. (and, if necessary, transmits this data to a trained electrician commissioned by the guarantor to carry out repairs).

## **F. Costs for invalid warranty claims.**

If invalid warranty claims are asserted against the guarantor the costs demonstrably and causally incurred by the guarantor within the scope of the assertion and examination of the product as part of this warranty claim are to be borne by the warrantee and if necessary, reimbursed to the guarantor.

## **G. Other provisions**

- (1) Claims of the warrantee under this warranty statement can only be transferred to third parties with the prior written consent of the guarantor.

- (2) In the event of resale of the product by the end consumer, this warranty shall pass from the end consumer to the new owner of the product over the remaining warranty period. The respective new owner is then considered the end consumer within the meaning of these warranty conditions.
- (3) The original end consumer no longer has any right to claims against the guarantor under the warranty statement.
- (4) The substantive law of the Federal Republic of Germany shall apply exclusively to this warranty without reference to any other legal system. The application of the Vienna UN Convention on Contracts for the International Sale of Goods of 11.04.1980 is excluded.

## Appendix 1

### Conditions Capacitance Measurement

Ambient temperature 25°C ±3°C

Charge / Discharge method

- I. Discharging the battery with constant current of 5A until discharge voltage is reached
- II. 10 minutes rest period for the battery
- III. Charging the battery with a constant current of 5A and a constant voltage up to the final charging current of 0.5A.
- IV. 10 minutes rest period for the battery
- V. Discharging the battery with constant current of 5A until discharge voltage is reached. capacity.
- VI. Calculation of the discharge capacity. The capacity is calculated as follows: Discharge time x Discharge current