

System warranty batterX Home&COM

Valid between VISION UPS Systems Sàrl and Distributors.

Version 120521 of May 12, 2021

The warranty applies to the above storage systems

In addition to the General Terms and Conditions, VISION UPS grants a warranty in accordance with the following conditions. The warranty is non-transferable and limited to the Distributor.

1. Warranty inverter and cliX cabinet

VISION UPS grants a standard warranty of 5 years on batterX Home series inverters and cliX cabinets from the date of installation, but no longer than 5.5 years after sale EXW Beiler (date of delivery). Warranty services provided by VISION UPS do not extend the warranty period, nor initiate a new warranty period.

- a) The warranty is provided in the form that parts which are demonstrably defective due to manufacturing and/or material defects despite proper handling and observance of the instructions for use shall be repaired free of charge at VISION UPS's discretion. Repairs on-site are only carried out in exceptional cases and are subject to a charge. Alternatively, VISION UPS reserves the right to replace the device complained of with a replacement device with a comparable range of functions. Manuals, any software supplied with the product including firmware and replacement devices as well as spare parts are excluded from the warranty.
- b) The cost of materials used to repair a product shall be borne by VISION UPS.
- c) Replaced parts become the property of VISION UPS.
- d) VISION UPS is entitled to make technical changes (e.g. firmware updates) beyond repair and replacement in order to adapt the device to the current state of the art. The sales partner does not incur any additional costs for this. A legal claim to this does not exist.

2. Scope of warranty for Battery module LFP3500

The warranty claim occurs when the capacity of the battery cells falls below 60% (sixty percent) of the nominal capacity.

The warranty period of 10 years is valid a) after initial installation of the product or for a maximum of 10 years and 6 months after the date of manufacturing.

3. Requirements for a warranty claim

A warranty claim can only be submitted for review if the device has an Internet connection and sufficient analysis data has been made available in the manufacturer's cloud. This can be assumed if the time without an Internet connection does not exceed a total of two weeks per year.

Other terms are:

- a) The system has a valid serial number,
- b) it has been installed, operated and maintained in accordance with the operating instructions and applicable regulations by an engineer who was trained by VISION UPS and has a valid training certificate (not older than three years).
- c) regular cleaning of the system components, especially the fans has been carried out.
- d) it does not perform more than 365 full charge cycles per year.

4. Processing of warranty claims

a) If defects of the device become apparent within the warranty period, warranty claims must be asserted immediately, but at the latest within fourteen calendar days, by means of an official batterX error report sent to the e-mail address info@visionups.com. VISION UPS may refuse to process a warranty claim if the description of the fault by the Distributor does not provide any indication of a warranty claim.

b) VISION UPS Systems Sàrl will provide spare parts or a replacement unit ex works upon acceptance of the warranty claim. In case of doubt, the distributor may send the defective device to VISION UPS for inspection.

b) The sales partner must pack the device securely for transportation before it is shipped to VISION UPS or its service partners. The Return Material Authorization (RMA) notified by VISION UPS must be clearly visible on the outside of the transport packaging. The original invoice must be presented to VISION UPS upon request.

c) Transportation to VISION UPS or one of its service partners is at your own risk and expense. VISION UPS provides spare parts or a replacement device ex works free of charge.

If the transportation from VISION UPS to the distribution partner is result of a transport damage that is externally recognizable, the goods must be accepted with reservation and the transport damage noted on the proof of delivery. Acceptance may also be refused. In both cases, this must be reported immediately to the company commissioned with the transportation and to VISION UPS. Externally undetectable damage must be reported in writing to the transport company and VISION UPS immediately after discovery, at the latest within three days of delivery. VISION UPS is not liable for transport damages that occur during the initial delivery of VISION UPS products by the retailer..

d) The scope of delivery of the exchange unit does not include any accessories.

5. Non-registered returns

In case of unauthorized return VISION UPS may refuse the processing of the claim.

6. Error analyses and measurements on the battery module LFP3500

For accurate analysis, the battery module can be sent to VISION UPS to verify justification of warranty claim. In case of dissatisfaction with the results of the analysis for the expected products, final evaluation of the product will be submitted to an independent, certified laboratory. If the claim is justified, VISION UPS will bear the cost of the verification, otherwise it will be the responsibility of the Distributor.

The following conditions must be met for any capacity test or measurement for warranty claim notification:

- a. the average ambient temperature is: $25^{\circ}\text{C}\pm 2^{\circ}\text{C}$

- b. the initial operating temperature of the battery is: $25^{\circ}\text{C}\pm 1^{\circ}\text{C}$
- c. after 100% full charge, is discharged with a current of 10A.

If the product is no longer available, the manufacturer may replace it with a remanufactured or another product or required parts, provided which are correspond to the acquired technical standard.

7. Data Backup

It is the Distributor's responsibility to back up any software and/or data, in particular the configuration of the Device, that he has installed on or stored on the Device. VISION UPS may delete the configuration of the Device submitted by Distributor and/or return the Device or a replacement Device with a different version of the firmware. VISION UPS shall not be liable for any damage resulting from loss of data, replacement of equipment, or installation of any other version of the firmware under warranty. The Sales partner is not entitled has no right to restore its hardware or software configuration.

8. Exclusion of warranty (inverter and cliX cabinet)

Any warranty claims are particularly excluded, if

- a. the serial number label has been removed from the unit,
- b. the device has been damaged or destroyed by force majeure or neglect.
- c. the device has been damaged or destroyed by environmental influences for which the protection class IP20 of the device is not suitable (moisture, lightning, dust, fire, corrosive gas, weather conditions),
- d. the device has been stored or operated under conditions that are outside the technical specifications in the data sheet and operating instructions,
- e. the damage has occurred due to improper handling - in particular due to non-observance of the system description and the operating instructions,
- f. the device has been opened, repaired or modified by persons not authorized by VISION UPS or by unauthorized persons,
- g. the device shows mechanical damage of any kind, regardless of whether it was caused during or after transportation,
- h. the inverter has been subjected to an overload (independent of the system mode) of more than 3300W per phase more than 3 times during UPS operation (e.g. if the device is manually switched on again by the customer more than 2 times during a power failure and simultaneous overload).
- i. if the complete system has been overloaded with more than 32/35A in backup mode.
- j. the inverter has been operated with batteries or other system components not sold by Vision UPS Systems Sarl for this system, or with components not authorized by the manufacturer.
- k. the warranty claim has not been notified in accordance with the warranty conditions, or if transport damage has not been notified in accordance with the warranty conditions
- l. In the absence of the conditions set out in point 3.

9. Warranty exclusion (battery module LFP3500)

In addition to the statutory provisions, the following damage, defects or malfunctions to the product lead to the exclusion of the warranty:

- a. the serial number label has been removed from the unit,
- b. storage of the battery at a temperature of less than 5°C or more than 40°C ;

- c. malfunction of the inverter, except if this malfunction is an inverter warranty case on the part of the inverter manufacturer
- d. use with inverters other than batterX Home Series h10.
- e. use at ambient temperatures outside a of 5°C and 40°C and a temperature of less than 15°C or more than 30°C on average,
- f. use of the battery below the maximum discharge depth.
- g. the inverter has been exposed to an overload (independent of the system mode) of more than 3300W per phase more than 3 times in UPS operation (e.g. if the device is manually switched on again more than 2 times by the customer during a power failure and simultaneous overload).
- h. any physical damage
- i. opening, repair, modification or programming by persons not authorized or authorized by VISION UPS or its distributors,
- j. water, cold, fire, dust, corrosive gas, for which the IP20 protection class of the device is not suitable.
- k. Use with other types of batteries
- l. Usage of the system in another way than that specified in the instruction manual
- m. Damage to batteries due to fire, frost, neglect, force majeure, abuse or destruction.
- n. the warranty claim has not been reported in accordance with the warranty conditions, or transport damage has not been reported in accordance with the warranty conditions.
- o. In the absence of the conditions set out in point 3.

10. Operating error

In case when the reported malfunction of the device was obviously caused by third-party hardware, third-party software, installation or operation, or if the description of the fault by the sales partner turns out to be obviously misleading, VISION UPS reserves the right to charge the sales partner for the expenses incurred.

11. Supplementary regulations

- a) Further claims, in particular claims for damages (compensation for loss of profit, indirect or consequential damages, etc.), rescission or loss of profit, indirect or consequential damages, etc.), rescission or reduction, not substantiated. Legal claims, e.g. in the case of personal injury or damage to privately used items under the Product Liability Act or in cases of intent or gross negligence, shall remain unaffected.
- b) The guarantee is only granted to the sales partner of VISION UPS.
- c) By concluding the purchase, the Distributor acknowledges the warranty conditions and the General Terms and Conditions of VISION UPS Systems Sarl.
- d) Further or other claims, in particular claims for compensation for damages incurred outside the device, are excluded unless liability is mandatory by law.
- e) The warranty conditions apply in the version currently posted or linked on the VISION UPS Systems Sarl website (www.visionups.com).
- f) This warranty shall be governed by the laws of the Grand Duchy of Luxembourg.

