Pylon Technologies Co., Ltd.
No. 73, Lane 887, Zu Chongzhi Road, Zhangjiang Hi-Tech Park Pudong,
Shanghai 201203, China

Consumer Warranty – Powercube X series ESS Battery System

Terms exclusive for Viessmann Group

1. Consumer Laws

If you acquire the Product from an Authorised Reseller in European Union and United Kingdom, and the Consumer Law applies. The Product comes with guarantees that cannot be excluded under the Consumer Law.

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.

2. Product Warranty

The Product is integrated with Battery Management System (BMS) and Battery Modules, which designed for only series connection according to the Product Manual.

Pylontech warrants that the Product will be free of defects caused by improper workmanship or defective materials, including BMS.

This warranty of the battery modules' performance commences the period of **Ten (10)** years from the earlier of:

1. the date of installation of the Product; or
2. six (6) months after the date the Product was manufactured

This warranty does not include any accessories and tool kit items provided along with the Product.

This warranty only covers the repair or replace of a defective Product. Pylontech will repair or replace the Product if the Product is defective and returned during the Warranty Period. The repaired or replaced product will continue the original remaining warranty period. In either case it shall not justify as a renewal of the warranty period.

3. Warranty Conditions

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

1. is purchased from Pylontech Authorised Reseller: Viessmann PV+E-Systeme GmbH or Nuove Energie S.r.l.
2. has the official Pylontech serial number;
3. is installed in the Territory and indoor environment;
4. is installed, operated and maintained in accordance with the Product Manual; and
5. be used on a daily cycle basis and only for energy storage system.

4. Claim

Claims should be made to the Authorised Reseller from whom the Product was purchased.

You must, within 48 hours of a defect being discovered, notify Pylontech of a claim. 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 Pylontech system log data recorded by the Product as an indication of whether or not the Minimum Capacity has been achieved (but this would not be determative).

To make a claim to Pylontech directly, please contact:

Address: No. 73, Lane 887, ZuChongzhi Road, Zhangjiang Hi-Tech Park, Pudong, Shanghai;
Post Code: 201203
Telephone : +86 2151317693 / +86 2151317697
Fax: +86 21-51317698
Email: service@pylontech.com.cn

Pylontech may contact You for further information regarding a defect. Pylontech 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 Pylontech.

If You dispute Pylontech's verification of the claim, the Product must be evaluated by the 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 Pylontech 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 test is based on single Battery Module.

b) The ambient temperature of the Battery Module must be 25℃±2℃

c) The initial temperature of the Battery Module pods must be 25℃±1℃

d) Constant voltage(54V) constant current (10A) charge till all the cell voltage above 3.50Vdc or till charge current less than 1Amps.

e) Constant voltage(44V) constant current (10A) discharge till battery low voltage protection cut-off.

If the Product is no longer available, Pylontech 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.

The Battery Module has a time value replacement guarantee for a period of 10 years. In this case, if the Battery Module is defective, the time value of the batteries is replaced. The fair value is calculated on the basis of a linear depreciation over a period of 10 years. That means a minimum of 80% of the usable capacity over a period of 10 years.

5. Exclusions of Warranty

To the extent permitted by law, Pylontech 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/PCS (power converting system)/EMS failure;
2. The Product being installed with inverters/PCS/EMS which have not been certified by Pylontech;
3. The Product being installed in an outdoor environment, or an environment out of the operation temperature or humidity range listed in the Product Manual.
4. Battery has not been operated properly according to the Product Manual.
5. You treat 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;
6. Transportation, including but not limited by dropping, trampling, deforming, impacting, or spearing with a sharp item;
7. Storage, installation, commissioning, modification or repair of the Product that has been performed by a person other than Pylontech or a Pylontech's certified installer;
8. 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 Pylontech;
9. Any attempt to extend or reduce the life of the product without written confirmation from Pylontech, whether by physical means, programming or others;
10. Water, conductive dust or corrosive gas;
11. The Product has been connected with different type battery modules;
12. Failure to install, operate or maintain the product in accordance with the Product Manual;
13. Normal wear and tear or deterioration, or superficial defects, dents or marks that impact the performance of the Product; and
14. Theft or vandalism of the Product or any of its components.

6. General provisions

This warranty is subject to the law of the Territory.

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.

7. Definitions

In this document:

1. **Authorised Reseller** means Viessmann PV+E-Systeme GmbH (Viessmannstraße 1, 35108 Allendorf (Eder), Germany) and Nuove Energie S.r.l. (Via Brennero 56, 37026 Balconi di Pescantina (VR), Italy)

2. **Consumer Law** means: Territory 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 Powercube X series ESS battery system manufactured by Pylontech;
6. **Battery Module** means H48050 and H48074 battery module manufactured by Pylontech;
7. **Battery Management System** means the BMS manufactured by Pylontech, which include:
8. SC0500-40S/SC0500-100S
9. (for serial connect 3 to 7 units of H48050/H48074 according to Product Manual);
10. **Product Manual** means the instructions and manuals issued by Pylontech with the Product that set out how the Product should be installed and operated.
11. **Pylontech** means Pylon Technologies Co., Ltd of No. 73, Lane 887, ZuChongzhi Road, Zhangjiang Hi-Tech Park, Pudong, Shanghai, China.
12. **Territory** means European Union and United Kingdom.
13. **You** means the natural person that acquired the Product.

Geoffrey Song
General Manager, International Division, Pylon Technology.

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