

WARRANTY POLICY

Mauthausen, 02.06.2021

Warranty Terms and Conditions

These terms relate exclusively to the Goods and Products sold by xelectrix Power GmbH. Deviations in images in product sales literature are not cause for making a warranty claim and remain subject to change.

1. Warranty Period:

- Goods warranty: defects in materials / workmanship that occur within a period of 24 months from delivery date.
- PERFORMANCE guarantee: Storage capacity of a single 20 kWh module retains 70% of usable energy 120 months from Start-up, or a maximum bi-directional inverter throughput energy of 150 MWh from Start-up, whichever comes first, subject to an ambient temperature between 10 and 25° C for WALL and BASIC, between 0 and 35° C for PRO and for the UNLIMITED between -20 and 35°C (with Tropical Package between -20 and 45°C), a maximum C-Rate of ONE, not more than one load cycle per day and the unit being continuously connected to the XP Cloud allowing XP to monitor throughput energy flows..
- A condition for validating the warranty claim is the submission of a properly-completed Start-Up and handover certificate that must have been returned to the SUPPLIER within 30 days of Start-up of the unit at the latest.

2. Processing a warranty claim:

- The warranty claim must be made in writing (electronically; not handwritten) using a properly-filled out warranty claim form including complete documentation within 30 days at the latest of the repair being completed.
- Warranty claims submitted in the form of a standard invoice cannot be processed.
- All claimed defected parts must be labelled by an Authorised SUPPLIER Personnel at the time of the malfunction with the model, serial number and operating hours and kept for 6 months for inspection by the SUPPLIER. If the SUPPLIER needs these parts, they are to be shipped (at the CUSTOMER costs) to the SUPPLIER. If a warranty claim is approved then the freight costs shall be borne by the SUPPLIER.
- the SUPPLIER assesses the warranty claim for approval or rejection. Rejections will be clarified in writing. There are four possible assessment results:
 - o Approved
 - o Partially approved
 - o Returned because of insufficient information
 - o Rejected

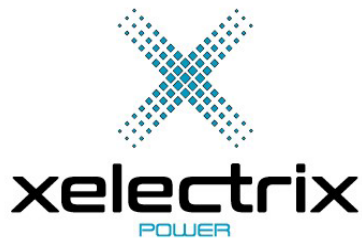
xelectrix Power GmbH

Pem-Str. 2, 4310 Mauthausen, Austria

Tel. +43 7238 31515, info@xelectrix-power.com

FN 462254k, UID/VAT: ATU 71683546, EORI-No.: ATEOS1000087913

Sparkasse Neuhofen Bank AG: AT38 2032 6000 0004 0212, BIC: SPNKAT21XXX



- In cases where a warranty claim is approved in full or in part, the reimbursement may be made in the form of a credit voucher to the CUSTOMER account.

3. Refunds:

- Material costs at trade prices (original SUPPLIER parts or equivalent accepted by SUPPLIER).
- Working time required for repair (hourly rate as agreed).
The working time is only deemed valid if the work is performed by Authorised SUPPLIER Personnel and by Third Party Personnel only if such personnel is in advance approved by the SUPPLIER in writing.
- Travel costs (kilometre and hourly rates as agreed).
- Standard freight costs for material.

4. Refund exclusions:

- Service / supplementary work ordered by the CUSTOMER to be carried out at the same time as the repair.
- Travel costs in excess of those agreed in the contract, allowances, overnight costs.
- Costs for incorrect troubleshooting.

5. Warranty claims:

- Defects due to design, material or processing errors.
- The entire warranty is limited to the repair or replacement of parts of the Product.
- Provisions made under warranty do not extend the warranty period.

6. Warranty claims relating to xelectrix Power Original spare parts

- The SUPPLIER provides a warranty on original spare parts for 24 months from the date of shipment of the Spare Part. The refund for such claims shall include freight costs from the SUPPLIER to the CUSTOMER.

7. Warranty excludes:

- Claims for direct damages or consequential damages (production downtime, rental costs for replacement equipment, etc.) are excluded from the warranty.
- Work that is not recognised as being covered by the warranty will be charged to the CUSTOMER.

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8. Performance of warranty work:

- Warranty work may be performed by SUPPLIER Authorised Personnel only, except if the SUPPLIER gives express permission in writing beforehand that Third Party Personnel may carry out warranty work.
- The CUSTOMER is required to make available for the duration of the work access to the defect Product.
- The warranty claim and all other claims become void if the CUSTOMER grants neither the time nor the opportunity for the defect to be rectified.

9. Warranty becomes void

- If changes are made to the Product (retrofits, modifications, add-ons) in contrary to the Manual.
- If start-up, feedback, servicing as set out in the Manual are not adhered to, or are performed by non-SUPPLIER Authorised Personnel. Servicing work may be performed by third parties providing written permission is obtained in advance from the SUPPLIER.
- If Original SUPPLIER spare and replacement parts are not used.

10. Warranty does not cover

- Defects that are not due to design, material or processing errors.
- Defects caused by using the unit for a purpose it was not specified for.
- Defects caused by neglecting to follow the operating instructions in the Manual.
- Defects caused by using the unit incorrectly, in contrary to what is set out in the Manual.
- Defects caused by improper maintenance, servicing, care and replacement of critical parts.
- Defects caused by incorrect storage and or transport.
- Defects caused by not performing servicing work, in contrary to what is set out in the Manual.
- Costs of repair and warranty work performed by third parties without written permission being obtained in advance from the SUPPLIER, or defects that result from such work being performed.
- Defects caused by not using Original SUPPLIER spare and replacement parts.
- Defects caused by third parties for which the SUPPLIER is not responsible.
- When the customer violates applicable law or regulation of the state, country or local government while using the product.
- Force Majeure.

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