

## WeCo s.r.l.

### LIMITED WARRANTY MODEL 5K0-LV RUBICON SYNAPSE & 4K4-LT

This Limited Warranty ("Warranty") applies to 5K0-LV RUBICON SYNAPSE and 4K4-LT batteries (hereinafter collectively "Products" or individually "Product") manufactured by WeCo S.r.l. (hereinafter "WeCo" or "Seller") for the Direct Purchaser customer (hereinafter "Buyer").

The main purpose of this document is to define the conditions and procedures relating to the warranty policy applied to household products combined with a compatible solar charger system.

#### Foreword

Lithium batteries, if used and maintained as prescribed, are safe and reliable products; However, if used in a different way than expected or if subjected to stress or external agents, they may no longer be able to protect themselves, function properly and maintain project performance.

The WeCo product covered by this Limited Warranty is not suitable for powering medical devices.

The purchaser is required to comply with all the instructions contained in the manuals provided at the time of purchase (downloadable from the <https://wecobatteries.com/download-area/> website) as well as in these conditions.

#### 1. Warranty for Factory Defects (Product/Legal Warranty)

The warranty for manufacturing defects is active from the date of purchase of the battery provided that the following conditions are met.

The fuse, cables and small cosmetic defects that do not alter functionality and safety are not covered by the warranty.

The legal warranty is void, without exception, in the event of failure to comply with the conditions and requirements set out in the installation and use manuals provided by the manufacturer.

By way of example and not exhaustively, the following are some hypotheses that involve the loss of the aforementioned warranty:

**Unprotected Outdoor Installation:** If installed outdoors or in canopies or loggias or in any case in environments that do not offer adequate protection both for temperature and atmospheric agents, installation in places exposed to direct sunlight, even through glass surfaces;

**Oxidation:** Whether the battery has oxidized parts inside or outside;

**Humidity:** When exposed to humidity above 95% and/or condensation (also detectable by forms of internal or external oxidation)

**Polarity Reversal:** In case of polarity reversal carried out at any of the ends of the cables connecting with the inverter;

**Extreme Temperatures:** If the BMS detects temperatures below 0°C or above +45°C;

**Obvious signs of neglect or alteration:** If signs of misuse, dents, dirt both inside and outside the battery are detected, or where labels or serial numbers have been removed from the battery, damage from pests/rodents;

**Activation of Warrant Logs on BMS:** The presence of one or more Warrant Logs, where required by the firmware;

**Unapproved Cabinets:** If installed outdoors in cabinets or protective structures not approved by WeCo;

**Failure to communicate with BMS:** If used without BMS communication between inverter and battery;

**Out of Limit Voltage:** If discharged below 2.5Vdc per cell or below 40 Vdc total, or if charged above 3.70Vdc per cell or above 59.3V total;

**Wiring:** If connected to inverters or other batteries by means of speaker cables, communication cables or bus bars not supplied by WeCo;

**Compatibility:** When connected to inverter or battery not approved by WeCo;

**Excessive Current:** If the current of 1C or the peak of 1.3C is exceeded for a time longer than that allowed by the BMS;

**Excessive DOD:** If the DOD (Depth of Discharge) of 90% is exceeded.

**Humid or Harmful Environments:** If installed in humid, unhealthy environments, exposed to vapours, humidity, condensation or water, in the presence of aggressive and/or gaseous, liquid and/or dusty conductive chemicals;

**Short Circuit or Electric Shock Damage:** If it has suffered a short circuit, electric shock or damage to the BMS or DC sensors, even if caused by exceptional events or fortuitous circumstances;

**Damage During Transport:** If damaged during transport not handled by WeCo;

**Tampering:** In the event of opening the lid and removing the warranty seals where present, or in the event of modification or replacement of parts without written authorization from WeCo;

**Excessive Height:** In case of installation over the maximum altitude of 3000m above sea level;

**Vibration:** If the battery is installed in an environment with the presence of vibrations;

**Storage:** If storage exceeds 6 months without recharging, if the battery is stored at temperatures below -15°C or above +45°C, and if the charging rules for the storage period stipulated in the manual are not followed.

These conditions are in place to ensure that the battery is used in a compliant and safe manner, protecting both the product and the user.

It should be noted that the use of the battery in the operating ranges - such as C-rate, DOD and temperature - allowed by the product warranty is not sufficient for the operation of the performance guarantee, to take advantage of which it is necessary to refer to the most restrictive requirements provided for by art. 2 of this document.

## 2. Ancillary Performance Guarantee

The warranty on the performance of the products, in addition to that referred to in point 1 and provided voluntarily by the manufacturer, is valid on condition that all the conditions listed above in the previous article are complied with from the first start-up for that of the product – including compliance with the conditions and prescriptions provided for in the installation and use manuals provided by the manufacturer – as well as the additional ones specified below.

It should be noted that the performance guarantee provides for compliance with more restrictive limits than the standard warranty, being aimed at allowing the maintenance of the performance of the product in the long term, and therefore requires extremely accurate use and maintenance in accordance with the instructions provided.

The validity of the performance warranty is 120 months from the date of purchase, or 123 months from the date of manufacture, or until 6,000 charge/discharge cycles are reached, whichever comes first.

This warranty ensures that the remaining capacity of the battery does not fall below 65% of the original value by the end of the indicated period.

If the cycles or energy meters are unreadable due to damage caused to the BMS, or if the BMS has been replaced or restored and the data contained therein has been lost, the conventional value of 1.6 cycles per day will apply from sixty days after the date of manufacture of the battery. If the battery is connected to the WeCo WiFi portal, the data available in the database will be valid.

The forfeiture of the product warranty automatically entails the loss of the performance warranty as well.

### Additional conditions to be met in order to benefit from the Ancillary performance guarantee:

**Installation Location:** Adequate and temperature-controlled technical room, where the BMS does not detect cell temperatures not lower than +10°C and not higher than +40°C

**Healthiness:** Obligation to install indoors, in a cool, dry technical room free from moisture and dirt, conductive dust and/or corrosive gases.

**Accessibility:** the battery must be installed in an easily accessible place and at the heights and with the mechanical fastening methods prescribed in the manual.

**Voltage:** The battery must not exceed the voltage of 58.4V

**Charging & Discharging Current:** Not more than 1C

**Application:** Use with only inverters for storage from photovoltaic sources approved by WeCo.

**Frequency of Charging or Discharging:** The battery must perform a charge/discharge cycle at least every three months; consecutive extended stand-by for more than three months after start-up is not permitted.

## 3. Natural Decay:

The capacity of the battery undergoes natural degradation not only during its use, but also during the storage period.

The battery loses more capacity in the first 24 months than in the following months. This is due both to the actual use of the battery but also to the natural degradation of lithium, which occurs, even if the battery is not actively used in charge and discharge cycles.

It is therefore normal to observe a more rapid decline in capacity at the beginning of its life cycle; This phenomenon cannot in any way be considered a quality or performance defect of the product.

## 4. Force majeure:

The warranty also does not cover damage caused by force majeure events such as (but not limited to) floods, earthquakes, fires, riots, fumes, power surges, lightning.

## 5. List of equipment included in this warranty

Battery Model	Maximum New Battery Capacity +/-3%
5K0-LV SYNAPSE / 4K4-LT RUBICON	94Ah

## 6. Limitations and Liability

WECO's liability under this warranty is limited, in WeCo's sole discretion, to one of the following options:

- replacement, with product equivalent to the remaining capacity at the date of the request,
- repair
- payment of compensation calculated on the basis of the residual capacity/expected life.

In the event of replacement or compensation, provided that all the conditions set out in points 1 and 2 of this document are met and limited to the remaining capacity, the battery sent to WeCo for capacity checks will be retained by WeCo.

The indemnity will be calculated by multiplying the current average price by the lower value between the value deriving from the number of months of life of the battery, as evidenced by the date of sale of the asset by WeCo, and the value deriving from the charging

cycles of the same in relation to the performance guarantee provided by WECO pursuant to art. 2 (120 months or 6000 cycles, within 120 months), based on the following formula:

**Average Current Price at Specialist Distribution<sup>1</sup> X MINIMUM [(1-months of use/120);( 1-cycle/6000 battery)]**

Replaced or repaired Products will be warranted for the remainder of the warranty life of the replaced battery. The act of substitution will not result in the renewal of the original duration of the warranty, without exception.

The Seller is not responsible for any direct or indirect damages related to the failure to achieve performance, unproductive shutdown of the system, or any other damage resulting from any malfunction, loss of battery use, loss of profit and interruption of any type of service or supply; likewise, WeCo shall not be liable for any consequential, incidental, indirect, special, exemplary, or punitive damages arising out of or related to this warranty, regardless of the form of the action and whether WeCo has been advised of the possibility of such damages.

WeCo's liability under this warranty shall in no event exceed the amount paid by the Buyer.

*\*Current average price calculated on the basis of similar products available from battery manufacturers at the time of the request and in any case not higher than the purchase price. If comparable prices are not available, the average price per kWh of similar products found in the customs records of the country of origin applies.*

## 7. Disclaimer of Any Warranties

Without prejudice to the above, the warranties referred to in points 1 and 2 above do NOT cover damage to the Products caused, even if only concurrently, by one or more of the following acts or omissions, which therefore entail their total forfeiture:

1. **Moving the battery:** Removing and reinstalling in a different location than the original installation.
2. **Failure to Disconnect in Case of Alarm: Failure** to timely disconnect of the battery in the event of inverter or battery alarms.
3. **Failure to Critical FW Update:** After the purchase of the product, WeCo has the right to publish a "Critical Firmware Update" on the website and on the monitoring and control cloud platform and/or send by email to the Buyer's address. It is the Purchaser's responsibility to ensure that any Critical Firmware Update is implemented through its sales channels for each individual battery within 90 days of receiving notice of the release of the Critical Firmware Update.

It should be noted that no claim or exception may be asserted by the customer if he has not previously fully fulfilled his obligations, with specific reference to the full payment of the price of the product purchased.

## 8. Standard Test Conditions (STC) for Capacity Measurement

In order to activate the warranty referred to in point 2 above, and without prejudice to compliance with the operating conditions listed above, the performance of the battery cells must be measured according to the procedure specified below, to be carried out at WeCo or a laboratory accredited by WeCo:

- Place the battery in the climatic chamber for no less than 30min: before starting the test phase, the temperature of the cells measured by the BMS must be 25°C +/-1°C.
- Connecting directly to the negative and positive terminals of the cell array, discharge with a constant current of 0.2C until the array reaches the minimum voltage of 44 Vdc.
- Connecting directly to the negative and positive terminals of the cell array, charge with constant current of 0.2C until the array reaches the BMS protection limit.
- Wait 30 minutes, then restart the charging process at constant voltage with 0.05C until the BMS again reaches 100% of the allowable voltage or the limit of OV level 1
- Let the battery stand at 100% until the cell temperature, measured by the BMS, is 25°C +/-1°C.
- When the cells reach 25°C +/-1°C, connect directly to the negative and positive terminals of the cell array and discharge them with a constant current of 0.2C until the array reaches 44V, and measure the capacitance at the negative and positive terminals of the cell array, using a certified DC meter with 1 second data-logger frequency.

## 9. Applicability and scope of operation of the warranty conditions

These warranty conditions are applicable to all purchases made after their issuance, or from the date indicated at the bottom of this document, and will cease to be effective for products sold after the entry into force of any other ones that WeCo may decide to draw up in the future.

Unless WeCo has issued a specific written declaration in addition to or modifying the provisions herein, the Seller is not subject to any type of obligation or liability other than or additional to those indicated above and/or provided for by mandatory laws with regard to the product sold.

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<sup>1</sup> Current average price calculated on the basis of similar products available from battery manufacturers at the time of the request and in any case not higher than the purchase price. If comparable prices are not available, the average price per kWh of similar products found in the customs records of the country of origin applies.

#### 10. Claim Procedures Warranty and/or Repair/Replacement

If, during the warranty period, the Purchaser discovers manufacturing defects or suspects that the battery does not conform to the performance warranty, the Purchaser must immediately report the problem by providing the following information:

1. A brief description of the defect
2. The serial number
3. A copy of the purchase invoice
4. The date of installation and the declaration of conformity of the system issued by the installation technician.
5. Installation images (minimum 5 images from different angles)
6. Permission to access the battery monitoring account, if any.

You must also provide WeCo with access to the battery, either in person or remotely via a laptop (Windows operating system) provided by the customer (or provided by WeCo if not available), for the installation of WeCo software for analysis operations.

Any additional documentation required must also be provided in order to allow the manufacturer to verify the installation and use of the battery in accordance with the warranty conditions and the requirements contained in the manuals, failing which WeCo may refuse to carry out any intervention.

WeCo will determine within a maximum of 30 business days whether the reported defect is eligible for coverage under the Limited Warranty. If it is determined from the information received that the reported defect is not covered under the Limited Warranty, WeCo will inform the Buyer explaining the reasons for the non-coverage or non-applicability.

If, on the other hand, WeCo detects the need to analyze the battery in order to verify its current condition, it will require the customer to send the battery to WeCo's headquarters or to a laboratory indicated by WeCo. The battery must be shipped within 10 working days from the date of WeCo's request and must be made in accordance with UN38.3 regulations.

During the execution of the tests, it will be necessary to carry out complete charging and discharging phases, insulation tests, tests in a climatic chamber, etc., which, in the case of batteries not correctly installed or used by the customer, could lead to the destruction of the same. In this case, WeCo will inform the customer that the warranty is not applicable.

If the battery received is found to be in poor conditions of use and storage, WeCo will not carry out any tests for safety reasons and will ask the customer to remove the battery from the WeCo premises within 10 working days; After this period, the battery will be disposed of.

If, as a result of the tests carried out, it is determined that the battery is eligible for coverage under the Limited Warranty, WeCo will notify the purchaser by proposing one of the options described in Article 6 of this Limited Warranty.

The product sent by the Buyer, in case of compensation or replacement, will be retained by WeCo for recycling or disposal.

#### 11. Repairs not covered by warranty

In the event that the warranty conditions have not been complied with, where possible WeCo will provide the Buyer with a repair proposal, the price of which will vary according to the cost of the material used for the repair, labor costs, any travel and transport costs, any customs duties and disposal costs, if applicable. Where available, the manufacturer will be entitled to propose the use of used or refurbished products.

Repair times will be less than 30 working days from the date of payment of the quote.

It should be noted that, if violations of the installation and use regulations may lead to safety risks, such as in the case of installation in an external or otherwise unsuitable place, or exceeding the maximum or minimum voltage limits, WeCo may refuse to proceed with the repair and the product must be disposed of.

#### 12. Applicable Law and Jurisdiction

This warranty is subject to Italian law. The exclusive jurisdiction for any dispute relating to the interpretation, execution and termination of sales contracts shall be that of Florence.

Florence, 16/01/2024