

## 1. LIMITED WARRANTY COVERAGE

The PYTES<sup>1</sup> Lithium Iron Phosphate Batteries E-Box Series as supplied and distributed by PYTES and its authentic distributors, are warranted by PYTES B.V. against manufacturing defects in materials and workmanship. Within the European Region, the limited warranty period begins on

- (i) the manufacturing date plus 6 months or
- (ii) the date the Covered Product is activated at the Original Location by PYTES certified installers (such applicable date referred to herein as the “Warranty Activation Date”).

Whichever comes first and ends on (iii) 10 years from the warranty activation date; or 6000 discharge cycles, 90% DOD@25°C ret 70%. The precondition of the valid Limited Warranty shall be as follows:

- (i) The ambient temperature during the operation of the Subject of the Warranty must not fall below 0°C or exceed 45°C;
- (ii) The Subject of the Warranty should not be exposed to a temperature exceeding 50°C;

To be eligible, all PYTES Products must be installed as per the guidelines given in the E-Box Series manual and installation guide provided with the battery pack.

PYTES Battery Model	Energy Retention <sup>2</sup>	Minimum Energy Throughput (MWh)
E-Box 48100R	70% at years following initial installation date	6000 cycles or 26.1MWh of aggregate throughput <sup>3</sup>

This Limited Warranty applies only to the Product<sup>4</sup> (a) purchased from PYTES or an authorized distributor, dealer, or reseller (b) and properly installed by a licensed professional; (c) and is installed in the Europe. This Limited Warranty does not cover faults in design or installer error such as, but not limited to, reverse polarity or misuse of system wide equipment or inaccurate programming of all auxiliary equipment in your system.

The liability of PYTES under this Limited Warranty shall be limited to the repair or replacement of the Product, at our sole discretion. PYTES will not be responsible for any other types of losses or costs of any type pertaining to the

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<sup>1</sup> PYTES B.V. Molendijk-Zuid 23B, 5482 WZ Schijndel, Netherlands.

<sup>2</sup> Expressed as a % of 5.12 kWh rated capacity.

<sup>3</sup> Measured at the battery AC output

<sup>4</sup> The battery pack manufactured by PYTES

use of its products. If the PYTES product is found to be defective as a result of any manufacturing defect in materials and workmanship during the Limited Warranty Period, PYTES will either (i) repair the Product, (ii) replace the Product. (ii) Replace the Product with a similar PYTES Product (iv) will credit the remaining depreciated value of the Product to be applied to the purchase of a new PYTES Product. If a PYTES Product is replaced, the defective Product will become the property of PYTES and must be returned to PYTES.

## 2. Remedies.

If the Product fails to comply with the above Limited Warranty, PYTES will, in its sole discretion, either repair the Product (using new or refurbished parts), replace the Product with an equivalent product (new or refurbished), or refund you the market price of an equivalent product at the time of the warranty claim, and PYTES will not bear the cost of shipping. If the Product is repaired or replaced under this Limited Warranty, PYTES will bear the shipping cost of returning the Product to the warehouse of original purchaser, and the remainder of the original warranty period will apply to the repaired or replacement product. Under no circumstances will the original warranty period be extended as a result of the Product being repaired or replaced. If the Product is failed during transportation and need to be replaced, PYTES will not bear the cost of shipping or repairing.

## 3. Exclusions of Warranty

This Limited Warranty does not apply to any defect or energy capacity shortfall resulting from any of the following, each of which may result in your Limited Warranty being voided:

- 1) Abuse, misuse, negligence, accidents or force majeure events, including but not limited to lightning, flood, earthquake, fire, extreme cold weather, or other events outside the reasonable control of PYTES.
- 2) Storage, installation, commissioning, modification or repair of the Product, or opening of the external casing of the product, that is performed by anyone other than PYTES or a PYTES certified installer.
- 3) Failure to operate or maintain the product in accordance with the User Manual.
- 4) Any attempt to modify the product, whether by physical means, programming or otherwise, without the express written consent of PYTES.
- 5) Removal and reinstallation of the product at a location other than the original installation location, without the express written consent of PYTES.
- 6) Inverter or charger failure.
- 7) Transportation, including but not limited by dropping, trampling, deforming, impacting, or spearing with a sharp item.

8) The Product has been connected with different type battery modules.

**In addition, this Limited Warranty does not cover:**

- 1) Normal wears and tear or deterioration, or superficial defects, dents or marks that does not impact the performance of the Product.
- 2) Noise or vibration that is not excessive or uncharacteristic and does not impact the product's performance.
- 3) Damage or deterioration that occurs after the expiration or voiding of the warranty period.
- 4) Theft of the Product or any of its components.

## 4. General Provisions

This warranty is subject to the law of European region.

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.

## 5. Consumer Protection Law<sup>5</sup>.

Some European countries or other jurisdictions may not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. These governmental entities may provide for additional warranty rights and remedies, and the provisions contained in this Limited Warranty are not intended to limit, modify, take away from, disclaim or exclude any mandatory Warranty requirements provided by these jurisdictions, including certain implied Warranties. This Limited Warranty gives you specific legal rights, and you may also have other rights that vary based upon location.

Your acceptance and use of the PYTES Product constitute acceptance of the terms, conditions, and limitations of this Limited Warranty. The terms, conditions and limitations of this Limited Warranty will supersede any other

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<sup>5</sup> European Consumer Protection Law

agreement or document relating to the subject matter hereof, including, but not limited to, the terms and conditions that are part of a purchase order covering the PYTES Product or other document sent to PYTES by you relating to the PYTES Product

## 6. Claims Process.

In order to make a claim under this Limited Warranty, please contact the PYTES certified installer who sold you the Product. If you are unable to contact the PYTES certified installer who sold you the Product, or if you purchased the Product directly from PYTES, you should contact PYTES at the address, email address or telephone numbers mentioned below. For a warranty claim to be processed, it must include (i) proof of the original purchase of the Product and any subsequent transfers of ownership, (ii) a description of the alleged defect(s), and (iii) the Product's serial number and original installation date. Prior to returning any Product to PYTES, you should obtain an RMA (Return Merchandise Authorization) number from PYTES by submitting a Service Request Form at the email indicated below.

After receiving the RMA number, you must pack the Product authorized for return, along with the information described above, in the original PYTES Product shipping carton or packaging providing equivalent protection. And you only need to bear the shipping cost of returning the Product to the warehouse of original purchaser. PYTES is not responsible for shipping damage caused by an improperly packaged Product, the repairs this damage might require, or the cost of these repairs.

**Website:** <http://www.pytesgroup.com/index>  
**Address:** No.3492 Jinqian Road, Fengxian District, Shanghai, China  
**Post Code:** 201406  
**Telephone:** +86 21 57 47 43 66  
**Fax:** +86 21 57 47 58 27  
**Email:** [ess\\_support@PYTESgroup.com](mailto:ess_support@PYTESgroup.com)

Signature:

Hermann Liu  
(General manager of ESS Business Unit at PYTES)

Shanghai PYTES Energy Co., LTD.

## **Division of After-sales Service Responsibilities**

Party A: Shanghai PYTES Energy Co., LTD.

Party B: \_\_\_\_\_

**You can choose one of the following two ways to assign after-sales service responsibilities to fulfill your responsibilities: \_\_\_\_\_ (Fill in the option of your choice)**

- a. After-sales problems are all solved by Party A;
- b. After-sales problems are solved by Party B, and Party A shall provide Party B with additional 1% of the batteries and 3% of the number of batteries circuit boards as spare parts.

Signature:

Date: