

# **BYD B-Box Limited Warranty Letter**

## Applicable Country: Germany

Effective date: 01<sup>st</sup>, Jul., 2017

### BYD B-Box System Applicable product types: B-Box H 6.4 / B-Box H 7.7 / B-Box H 9.0 / B-Box H 10.2 / B-Box H 11.5

This limited warranty letter (herein after "Warranty") described below applies to the BYD **B-Box** System ("Product") supplied by BYD Lithium Battery Co., Ltd(herein after "BYD") with the types referenced above to Original End-User via the way authorized by BYD.

#### 1 Warranty period

1.1 Product warranty

Unless otherwise stated in this Warranty, the Product warranty period is Ten (10) years from the invoice date. 1.2 Capacity Performance warranty

BYD warranties that the Product retains either eighty percent (80%) of Usable Energy for Ten (10) years from the invoice date, or for a Minimum Through Output Energy which is calculated from invoice date, whichever comes first.

| Product Type | Usable Energy(kWh) | Minimum Through Output Energy<br>(MWh) |
|--------------|--------------------|--|
| B-Box H 6.4  | 6.4                | 14.6                                   |
| B-Box H 7.7  | 7.68               | 17.6                                   |
| B-Box H 9.0  | 8.96               | 20.5                                   |
| B-Box H 10.2 | 10.24              | 23.0                                   |
| B-Box H 11.5 | 11.52              | 25.8                                   |

#### Remark: Capacity measurement condition is defined in Appendix 1.

1.3 Capacity performance warranty for subsequent increase in battery

The subsequent increase battery is purchased after finishing the initial installation ("Subsequent Product"). BYD warranties that the Subsequent Product retains eighty percent (80%) of Usable Energy for Ten (10) years from the invoice date of the Subsequent Product.

#### 2 Preconditions for warranty

2.1The product shall fall within the warranty period.

2.2 Any Product failure, fault or warning information must be reported in the form of Warranty Claim stated in **Clause 9** to BYD or BYD authorized service partner within 2 weeks of appearance.

2.3 Product shall be installed by personnel recognized or partner authorized by BYD.

2.4 End User shall correctly operate and use the Product according to User Manual and Installation Guidance.

2.5 End User shall provide the proof of the original purchase of the product.

2.6 The installation of the Product for the End User shall be completed within maximum 1 month from the date title to the product transferred from BYD to an original End User.



2.7 The End User should register the Product in BYD's after-service website within three months after the first installation.

End user register website: http://www.eft-systems.de/de/login

For the Product fail to register within three months, below warranty will be applied:

- (a) Five years product warranty (material and workmanship).
- (b) <u>Capacity performance warranty</u> retains sixty percent (60%) of Usable Energy for either Five (5) years from the invoice date.

2.8 The ambient temperature during the operation of the Product must not exceed -10°C~50°C temperature range and the Product shall not be exposed and stored in a temperature higher than 50°C, and shall not be exposed in an installed area to direct sunlight. The battery installation location must be ventilated in accordance with the requirements of User Manual and Installation Guidance.

2.9 This warranty covers a capacity equivalent to 1 full cycle<sup>1</sup> per day.

2.10 The Product is not suitable for supplying life-sustaining medical devices and automotive application.

2.11 Product must be operated with below battery inverters and system configuration shall comply with BYD minimum configuration list as stated in User Manual.

| No. | Inverter Brand | Inverter Type |
|-----|----------------|---------------|
| 1   | SMA            | SBS 2.5       |
| 2   | KOSTAL         | РІКО          |

#### 3 Replace or Repair

3.1 In the event that any Product covered by the warranty as this Warranty and confirmed by BYD to be defective or non-conformity, BYD will replace or repair the defective or non-conforming Product at its own discretion. Any maintenance or replacement shall not be deemed as extension or recalculation of the warranty period.
3.2 BYD will be responsible for the approved repair or replacement costs in connection with such

non-conforming or defective Product. BYD reserves the ownership of replaced battery or Products. Unless otherwise agreed by BYD, the replaced battery or Products shall be returned by End User to the place designated by BYD in the same or similar package within 4 weeks.

3.3 Provided that BYD has discontinued the manufacture of the Product in issue at the time the related warranty claim which confirmed by BYD, BYD shall, at its sole option, replace it with a different type of Product (of mutually agreed size, color, shape and/or power) or refund the purchase price agreed by BYD and End-User.

3.4 Replacement of battery, components or Products may not be brand new but with quality and specification compliant with the Product specifications.

#### 4 Exception of Warranty

4.1 Warranty period expires.

4.2 Product damage and defect caused by End User's improper use, misuse, abuse, which non-conforming with User Manual.

4.3 Damage caused during transport, incorrect product installation, removal exceed of temperature range during use and improper use.

4.4 Unauthorized wiring and use with faulty or incompatible devices or devices with safety issues.

<sup>&</sup>lt;sup>1</sup> Full cycle: Discharge the usable capacity of a fully charged battery and fully charge it afterwards. Micro cycles sum up to full cycles according to amount of energy charged and discharged.



4.5 Product arbitrarily modified or its function changed without authorization from BYD.

4.6 Any changes to the installation do not in accordance with the Installation Guidance.

4.7 Product damage caused by maintenance and other services not conducted by personnel authorized by BYD.

4.8 End User fails to provide correct product serial number or product serial number is undecipherable or modified without permission.

4.9 External influences including unusual physical or electrical stress (power failure surges, inrush current, lightning, flood, fire, accidental breakage, etc.)

4.10 Product damage caused by external force, force majeure (unforeseeable, unavoidable and insurmountable objective events, including but not limited to war, civil war, strike, riot or other activities intervened by government) or other third party.

4.11 The defect cannot be overcome under the technology condition when the Products sold to End User.4.12 Defects of Products arising due to technology update, or renewal of the national or regional laws or regulations.

4.13 Product damage caused by End User deliberately or by willful act.

4.14 Product failure is not reported to BYD or BYD Authorized Service Partner within 2 weeks of appearance.

4.15 Purchase and install Product against the applicable country which is listed in this Warranty.

#### 5 Non-Applicability of Warranty Claim

In case a warranty claim is reported which shows not to be valid, the costs incurred by BYD or installer due to this non-applicability of warranty claim shall be covered by End User unless this non-applicability was not visible for End User according to given circumstances.

#### 6 Warranty Restriction

Unless otherwise specified herein, to the extent permitted by applicable law, the Warranty Letter and above remedies shall be exclusive and replace all other guarantees and remedies, oral or in writing, expressed or implied. To the extent permitted by applicable law, BYD expressly reject any and all legal or implied warranty, including but not limited to warranties of merchantability, fitness for a particular purpose and hidden or potential defects. If BYD cannot abandon implied warranty as prescribed by applicable law or the guarantee specified by applicable laws, all of such guarantees and warranties shall limit to implied warranty as prescribed by applicable law or the scope within applicable laws and shall be under mandatory application according to applicable law. No distributor, agent or staff of BYD is authorized to make any revision, extension or addition to the quality warranty. The legality and enforceability of remaining clauses herein shall not be affected or damaged if any of clauses herein is adjudged to be illegal or unenforceable.

Unless otherwise specified herein, to the maximum range permitted by applicable law, BYD will not be liable for any direct, indirect, special, accidental or derivative losses caused by the purchase or use of products and its system, including but not limited to the loss of use, loss in income, actual or expected loss in revenue (including contract revenue losses), loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation, personal injury or damage loss, or the indirect or derivative loss or damage (including any expense arising from the replacement of equipment and property, resumption of production, etc.) caused by any reasons.

BYD'S LIABILITY FROM ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID BY END USER TO BYD FOR SUCH PRODUCT GIVING RISE TO THE LIABILITY. <u>7 Update of Warranty</u>

To the extent permitted by the applicable law, BYD reserve the right update this warranty from time to time, and such update may by published on the official website of BYD or sent by email or to the address of End User (If



provided by End User when purchase the Products). This Warranty expires automatically upon the updated version of warranty standard issued by BYD.

8 Out of Warranty

As for the service for the Products out of warranty, BYD agrees to provide certain after sales service to End User upon the written request, and all the costs and expenses which include but not limited to the materials, parts or labor costs, shall be borne by End User. In case of End User give written notice to request the service out of warranty, End User shall provide detail description of defects so that BYD is able to detect whether such defect can be cured or not. For the avoidance of doubt, in no event will BYD be liable for the service out of warranty, and this clause 9 will not constitute the promise of BYD to provide such service out of warranty. <u>9 Warranty Claim</u>

Warranty claim shall be reported to BYD or BYD authorized service partner in below format:

| 1 | Product Type              | e.g. B-Box H 6.4 |
|---|---------------------------|------------------|
| 2 | Serial Number of B-Plus-H |                  |
| 3 | Serial Number of BCU      |                  |
| 4 | Serial Number of B-Plus-H |                  |
| 5 | Installation Date         |                  |
| 6 | Invoice Number            |                  |

#### **BYD Authorized Service Partner:**

EFT-Systems

Customer Service Mailbox: kontakt@eft-systems.de Telephone: +49-9352 8523999 Website: www.eft-systems.de



#### Appendix 1

#### Capacity measurement condition:

Ambient temperature: 25~28℃

Charge / discharge method:

- i. Discharge the battery with constant current until the battery reach the end of discharge voltage or battery self-protection automatically.
- ii. Lay aside the battery for 10mins.
- iii. Charge the battery with constant current and constant voltage until reach the Cut off current.
- iv. Lay aside the battery for 10mins.
- v. Discharge the battery with constant current until reach End of discharge voltage or battery self-protection automatically. Calculate discharged capacity. Monitor current timely. (If it's constant current.)
- vi. Calculate formula is: Current Capacity= Discharge time ×Constant current value.
- vii. Charge the battery with constant current and constant voltage until reach the Cut off current.

| Product Type | End of discharge<br>voltage(V) | Constant charge<br>voltage(V) | Constant current(A) | Cut off current(A) |
|--------------|--------------------------------|-------------------------------|---------------------|--------------------|
| B-Box H 6.4  | 200                            | 282                           | 5                   | 1.25               |
| B-Box H 7.7  | 240                            | 338                           | 5                   | 1.25               |
| B-Box H 9.0  | 280                            | 395                           | 5                   | 1.25               |
| B-Box H 10.2 | 320                            | 451                           | 5                   | 1.25               |
| B-Box H 11.5 | 360                            | 500                           | 5                   | 1.25               |

Test value list: