Please note: there are separate Warranty Conditions for The UK and Ireland

Warranty conditions SOLARWATT Battery vision (single-phase) and SOLARWATT Battery vision (three-phase)

General explanation:
This warranty is provided by Solarwatt voluntarily. Separate to this, the customer is entitled to the statutory warranty rights against its contractual partner from whom the customer purchased the Product; this may also be Solarwatt. This warranty as per these warranty conditions applies in addition to and independent from the customer's statutory warranty rights as per the customer's sales contract. Claiming statutory warranty rights is free of charge. Statutory warranty rights are neither affected nor restricted by these warranty conditions and exist irrespective of whether a Warranty Case exists according to these warranty conditions or whether this warranty is claimed.

A Scope of application and activation of the warranty

1. Solarwatt GmbH (hereinafter referred to as "**Solarwatt**") grants a warranty in accordance with these warranty conditions for the following Product Components of the modular battery system Battery vision (single-phase) and Battery vision (three-phase) (hereinafter referred to as "**Product**"):
   - Inverter vision one and Inverter vision three, including wall mount (hereinafter "**Inverter**"),
   - Battery vision pack battery module(s) (possibly several per Product) and Battery vision top pack battery module including the associated connections from Solarwatt (hereinafter both types also referred to as "**Battery pack**")
   - Solarwatt Meter DTSU 666 and Solarwatt Meter DDSU 666 electricity Meters that are combined with an Inverter in one installation (hereinafter "**Meter**")

   (hereinafter also referred to individually or collectively as "**Product Components**").
2. The warranty does not apply to the following parts of the Product, if any:
   - Fuses, surge protection devices and other ware parts
   - Other energy meters (in addition to the Meter) that are used in the Product and peripherals such as converters, connectors, communication cable
   - Energy management components such as Manager flex and Manager rail, smart home components and radio-controlled sockets.
3. Solarwatt grants the warranty exclusively to the End Customer. The "**End Customer**" is the person who has purchased the Product for their own use and not for the purpose of resale or other commercialisation.
4. Solarwatt grants the warranty on the condition precedent that the warranty is activated within 3 months, calculated from the date of commissioning at the End Customer. Activation must be carried out by the End Customer in the following steps:
   - The End Customer submits an activation request at the following URL: https://www.solarwatt.com/activation. It is necessary to provide the End Customer's address, an e-mail address, the date of commissioning and the Product name and serial numbers of all Product Components.
   - The End Customer then receives an e-mail from Solarwatt. To activate the warranty, the End Customer must click on the "Activate warranty now" button in the email.
   - Upon successful activation, the End Customer receives confirmation of activation by e-mail.
5. Solarwatt grants the warranty on the condition precedent that the Product always has the latest warranty and security-relevant software updates. In this context, Solarwatt shall either regularly provide the Product with software updates and security improvements and access the End Customer's Product remotely for this purpose or make these available to the customer for installation. The End Customer is therefore obliged to equip the Product with an Internet connection.
6. The activation request for the warranty is, by default or as an option depending on country specifics, linked to a marketing consent that allows Solarwatt GmbH to gather personal data and use it in the context of e-mails or push notifications until revoked. The purposes for which the data is used are described in detail in the warranty activation. Any revocation of the declaration of consent shall not affect the effectiveness of a successful warranty activation in accordance with A.4. of these warranty conditions.
7. The warranty according to these warranty conditions applies to the countries of the European Union and Norway except Germany and Austria and The Republic of Ireland.

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B Warranty case

1. It is a "**Warranty Case**" if
   a. it becomes apparent within two years from the date of commissioning at the End Customer that a Meter is not free from defects in material and workmanship and that this affects the functionality of the Product (product warranty) or
   b. it becomes apparent within ten years from the date of commissioning at the End Customer that
      - an Inverter is not free from defects in material and workmanship and this has an influence on the functionality of the Product (product warranty), or
      - a Battery pack
        i. is not free from defects in material and workmanship and this has an influence on the functionality of the Product (product warranty), or
        ii. falls below the State of Health (hereinafter "**SoH**") of 60 % before the respective energy throughput specified in the table in B.2 is reached (performance warranty).
2. The SoH describes the state of health of the Battery packs compared to the original usable energy content according to the following table.
   a. Example in case of 2 Battery packs: It is a warranty case if the SoH falls below 60 % before an energy throughput of 26.74 MWh is reached. This is the case if less than 60 % of the original 5.2 kWh, i.e. less than 3.12 kWh, is available.

Number of Battery packs	Initially usable energy capacity of Battery	Energy thoughput as a function of the number of Battery packs and an SoH of 60 %
Pcs.	**kWh**	**MWh**
2	5.2	26.74
3	7.8	40.11
4	10.4	53.48
5	13.0	66.85
6	15.6	80.22
7	18.2	93.59

   b. The performance warranty does not apply if the energy throughput of the Battery pack(s) has exceeded the MWh specified in the table since commissioning (example for 2 Battery packs: above an energy throughput of 26.74 MWh).
   c. The following conditions are relevant for measuring the SoH:
      - Ambient temperature: 25-30 °C
      - Initial temperature of the battery from the BMS: 25-30°C
      - Current and voltage measurement on the DC side of the battery
      - Charging/discharging conditions (CC: constant current; CV: constant voltage):
        i. Charging:
        CC-phase: 0.5 C = 25 A
        CV-phase: 65.7 V
        cut-off current: 0.05 C = 2.5 A
        ii. Discharging:
        CC = 0.5 C = 25 A
        cut-off voltage: 52.5 V

      The End Customer can view the energy throughput and the SoH in the Manager Portal. The SoH stated in the Manager Portal is not entirely accurate because the measurement is not carried out under the aforementioned conditions. It is only a Warranty Case as per the performance warranty if the warranted SoH is not met under these measurement conditions. Solarwatt and the End Customer shall each be entitled to check the SoH under the aforementioned measurement conditions at their own expense.
3. If the End Customer purchases additional Battery pack(s) for the Product after initial commissioning, the commissioning date of the initial installation of the existing Battery pack(s) shall be deemed to be the relevant date of the warranty period within the meaning of B.1.b.
4. If the End Customer in individual countries is granted the option of extending the warranty period as per B.1.b for Inverters and Battery pack(s), only the warranty period in accordance with B.1.b shall be adjusted; the other contents of these warranty conditions shall remain unchanged and fully valid.

C Warranty services from Solarwatt

1. If a Warranty Case occurs, Solarwatt shall (subject to D) at its own discretion and at its own expense
   a. repair the Product Component(s) on site at the End Customer,
   b. repair the Product Component(s) at Solarwatt or a third party or
   c. supply at least equivalent Product Component(s).
      - Equivalence is given for the Inverter if the replacement product provides a charging and discharging capacity that is at least equal to the original charging and discharging capacity of the Inverter in question.
      - Equivalence is given for the Meter if the replacement product is compatible with the Inverter.
      - Equivalence is given for Battery pack(s) if the replacement product provides at least a SoH

in accordance with the performance warranty (clauses B.1.b (ii), B.2) over the remaining time of the warranty period.

2. Within the scope of Solarwatt's warranty services as per C.1, Solarwatt shall bear the necessary expenses incurred by the End Customer for the removal of the Product Component that is the subject of the complaint and the installation of a replacement product. The amount of the expenses must be reasonably necessary and appropriate from an objective point of view. Otherwise, Solarwatt reserves the right to carry out the removal and installation itself or through a subcontractor. Solarwatt shall therefore be informed of the expected costs by the End Customer prior to commissioning the removal and installation.
   The End Customer must make the defective Product Component available for collection either in the original packaging or in other suitable packaging equivalent to the original packaging within 30 days of delivery of a replacement product at the latest. If the End Customer does not make available the defect Product Component or is in default to do so, as well as in case of transport damage due to unsuitable packaging, Solarwatt shall be entitled to claim damages, unless the End Customer is not at fault, and to withhold any payments to the End Customer.
3. After notification of a possible Warranty Case by the End Customer, Solarwatt shall carry out the necessary measures to analyse and rectify the defect. Therefore, Solarwatt must be able to access the End Customer's Product remotely. In this context, the End Customer shall be obliged to equip the Product with an Internet connection required for remote access.
4. Upon receipt of the replacement product, the original Product Component shall become the property of Solarwatt. Product Components exchanged by way of repair or replacement shall also become the property of Solarwatt.
5. For Product Components replaced by way of repair or replacement delivery, only the remaining time of the original warranty period according to B1 applies to these.
6. If a warranty service in the form of repair or replacement delivery by Solarwatt fails, Solarwatt shall be entitled to provide the same or another form of warranty service repeatedly.
7. If it turns out during the provision of warranty services by Solarwatt that there is no Warranty Case or that the warranty is excluded in accordance with D, Solarwatt may charge the End Customer for the expenses and costs already incurred, provided that the End Customer has recognised this or has negligently failed to recognise it. If in such cases the defect Product Component is irreparable, Solarwatt shall offer the End Customer disposal or return of the Product Component at the End Customer's expense. Solarwatt may, at its own discretion, offer the End Customer further services, such as the repair of Product Components or the supply of replacement products, for a fee.
8. The claims to which the End Customer is entitled against Solarwatt under this warranty in the event of a Warranty Claim are listed conclusively above. Any claims of the End Customer due to a culpable breach of these warranty conditions by Solarwatt in accordance with G as well as the statutory warranty rights shall remain unaffected.

D Exclusion of the warranty

1. Claims under this warranty are excluded if Product Components are impaired, damaged or destroyed because
   a. they were not properly stored or transported by the End Customer or third parties,
   b. they have not been installed, uninstalled or reinstalled by the End Customer or a third party in accordance with Solarwatt's installation and operating manual and the state of the art,
   c. they were operated contrary to their intended use, in particular contrary to the data sheet information and the operating instructions in the installation and operating manual,
   d. they have not been maintained properly and professionally, in particular not in accordance with the maintenance instructions in the installation and operating manual,
   e. they have been improperly modified, repaired or replaced by the End Customer or a third party or have been subjected to other improper interventions,
   f. they have been combined with non-compatible components from Solarwatt or third parties or the Product has been combined with other non-compatible Products from Solarwatt or third parties,
   g. they were subject to force majeure (in particular lightning, fire, flooding, natural disasters).

   A third party within the meaning of D.1 is anyone who is not a vicarious agent of Solarwatt.
2. The End Customer is hereby informed that claims under the product warranty and the performance warranty for the Battery packs shall also not apply if the **Battery pack(s)** are **not installed within 6 months of delivery by Solarwatt to the installer and the need for trickle charging is not checked by the installer**

and, if necessary, carried out. The installer is obliged to check no later than 6 months after delivery of the Battery pack(s) to his warehouse whether a trickle charge of the Battery pack(s) is necessary. If the check and, if necessary, the trickle charge is not carried out or is not carried out properly and professionally, the product warranty and the performance warranty for the Battery packs shall be excluded. The End Customer should have the installer verify compliance with the conditions in D.2.

3. Furthermore, no claims under this warranty shall exist if Product Components are impaired, damaged or destroyed because they **were not in operation** (i.e. were connected to the End Customer's power supply network when switched on) for a period of more than **6 months** after commissioning by the End Customer.
4. Claims under this warranty are also excluded if the warranty seal or serial number sticker on a Product has been removed or is illegible.
5. The exclusion under B.2.b applies to the performance warranty.
6. If the notification period according to E.4 is exceeded, the End Customer shall have no warranty claim unless he is not responsible for exceeding the notification period.

E Provisions for the assertion of warranty claims

1. If the Product Components were supplied by a third party (e.g. installer) or if service and maintenance services are provided by a third party, the third party can assert the End Customer's warranty claims against Solarwatt. If the third party is willing to do so, the End Customer is kindly requested to assert any warranty claims against Solarwatt via the third party.
2. The End Customer itself can assert any warranty claim against Solarwatt by contacting Solarwatt's customer service, stating the End Customer's address and telephone number. The following e-mail address should be used for this purpose, depending on the country in which the warranty for the Product was activated:

DE, AT, CH, Rest of EU	service@solarwatt.com
IT	service.italia@solarwatt.com
FR	support.france@solarwatt.com
BE, NL, LUX	support.benelux@solarwatt.com
ES	support.spain@solarwatt.com
UK, IRE	support.uk@solarwatt.com
SWE, DK, NO, FI	support.benelux@solarwatt.com

3. The following documents must be submitted via e-mail to assert any warranty claims: Warranty certificate and copy of the original invoice to the End Customer. Further documents (e.g. photos, records) must be provided at Solarwatt's request.
4. If an obvious warranty claim occurs (i.e. a warranty claim that is so obvious that it is or should be noticeable to the End Customer without special effort and without an expert examination), the End Customer must ensure that the warranty claim is reported to Solarwatt immediately, but at the latest within a cut-off period of 3 months after the occurrence of the obvious warranty claim, either by the third party in accordance with E.1 or by the End Customer itself in accordance with E.2 via customer service.

F Transfer to new owner

If the Product is resold by the End Customer and if there are no circumstances that lead to the exclusion of the warranty in accordance with D, the End Customer may transfer the warranty to the new owner of the Product to the extent of the remaining warranty period. The respective new owner shall then be deemed to be the End Customer within the meaning of these warranty conditions.
In this case, the warranty expires for the original End Customer. The transfer to the new owner is subject to the condition that Solarwatt is notified of the transfer by e-mail within 3 months. The e-mail address must be selected country-specifically in accordance with the overview in E.2. The notification must include the name and address of the previous owner and the new owner, as well as the serial numbers of the Product Components and the date of the transfer of ownership.

G Limitation of liability due to breach of warranty

1. Claims for damages against Solarwatt arising from or in connection with a breach of these warranty conditions, regardless of the legal grounds, are excluded. In particular, Solarwatt shall not be liable for loss of profit and turnover, loss of use and Production, operational downtime, loss of data, financing costs, consequential damage and indirect damage. This shall also apply if such damage is incurred by a third party.
2. The above exclusions of liability shall not apply in the event of liability on the part of Solarwatt under the German Product Liability Act, due to willful intent or gross negligence, due to culpable injury to life, limb or health or due to the breach of material warranty obligations, i.e. such obligations of Solarwatt which make the proper fulfilment of the promises under the warranty possible in the first place and on the compliance of which the End Customer regularly relies and may rely on.
Compensation for the breach of material warranty obligations shall, however, be limited to

the foreseeable damage typical for the contract, unless there is intent or gross negligence or liability for injury to life, limb or health or under the German Product Liability Act.

H Final provisions

1. These warranty conditions are subject to German law. The application of mandatory statutory provisions from which, according to the legal system of the country in which the End Customer has his habitual residence, may not be deviated from by agreement to the detriment of the End Customer, shall remain unaffected by this choice of law (Art. 6 para. 2 Rome I Regulation). The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
2. Should individual provisions of these warranty conditions be or become invalid, this shall not affect the validity of the remaining provisions.

Warrantor:
Solarwatt GmbH
Maria-Reiche-Str. 2a
01109 Dresden

T +49-351-8895-0
F +49-351-8895-100

info@solarwatt.de



Benjamin Frank
CEO/CFO



Sven Schwarz
CSCO

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