Swatten SieB-HQ14-F series BESS Limited Warranty

Shanghai Sieyuan Watten Technology Co ., Ltd. ("Swatten") hereby provides the Limited Inverter Performance Warranty and Limited Battery Performance Warranty ("Warranty") described herein to the original purchaser an its authorized successors and assigns ("Customer"or "Customers ") for use and installation of the following models manufactured by Swatten within the designated regions of Europe/UK/Australia ("Territory") F series battery system SieB-HQ14-F1,SieB-HQ14-F2,SieB-HQ14-F3,SieB-HQ14-F4,SieB-HQ14-F5,SieB-HQ14-F6.

Each of them shall hereinafter be referred to as a "Product".

This limited warranty is only valid if the covered products are used, resold, or installed within the Territory. Any use, resale, or installation of the applicable products outside the Territory renders this warranty null and void. Unless otherwise agreed upon in writing by Swatten and the Customer, this list of covered products shall automatically extend to encompass any subsequent versions, iterations, and models of these covered products. The terms applicable to the covered products within this limited warranty shall apply to subsequent versions, iterations, and models, except for technological specifications that are improved under the same conditions.

Note

The battery warranty will only be valid when working with Swatten's compatible inverters, and the warranty does not cover any accessories and kits supplied with the Products.

1 Commencement Start Date of the Warranty

The commencement start date of the warranty shall be the date on which the Products are installed on the Customer's premises(as per BMS records), or the date of shipment of the applicable product from the seller's factory, whichever occurs earlier, and is valid for a period of 6 months. Swatten provides the product warranty as stipulated in this document, subject to the ***exclusions setforth at section 7.***

Extend additional battery modules

It is suggested to add extra batteries to the existing system within 1 year after the installation. Before extending the system, electrician shall follow every step on the Battery Extension Guide provided by Swatten to ensure the batteries are at the same voltage level. The warranty does not apply to abnormalities in the operation of the additional battery module caused by failure to report, repair, replace or remove the initial battery module that is not in full working capacity in a timely manner.

2 Warranty Period

For all applicable products, the Customer is ensured that the following components and parts are free from any material or workmanship defects during the specified periods as outlined below (each a " Product Warranty Period") :

For all the components in the battery, a warranty period of 10 years from the commencement date of the warranty.

Normal wear and tear or external damages that do not impair the functionality of the product, including

but not limited to scratches, stains, mechanical wear, rust, and mold, are not considered product defects.

3 Performance Warranty

Swatten guarantees that the covered products shall retain at least 70% of SOH as described in Table below: (1) within 10 years from the warranty trigger date (as mentioned earlier), or (2) until the accumulated energy throughput reaches the specified guaranteed energy throughput in Table, whichever occurs first, shall constitute the performance warranty period.

Table 1

Model No.	Product Form	Warranty Period/years	SOH%	Cumulative Energy Throughput/ MWh
SieB-HQ14-F1	*1P36S*	*10*	*70%*	31.88
SieB-HQ14-F2	*1P72S*	*10*	*70%*	63.76
SieB-HQ14-F3	*1P108S*	*10*	*70%*	95.64
SieB-HQ14-F4	*1P144S*	*10*	*70%*	127.51
SieB-HQ14-F5	*1P180S*	*10*	*70%*	*159.39*
SieB-HQ14-F6	*1P216S*	*10*	*70%*	*191.27*

The conditions for the performance warranty set forth in this Section are as follows: (i) the installation, storage, transportation, maintenance, and operation of the applicable products comply with the technical specifications, product manuals, and any other documents or written instructions provide.

The conditions for testing usable energy are as follows:

Environmental Temperature: 25 ± 2 ℃

Initial Temperature Detected by BMS: 25 ± 2 ℃

Charge and Discharge Conditions:

Charging: Constant current (0.5C, where C is the total capacity, 0.5C = 60 A) to charge the cell up to its maximum voltage of 3.65V, followed by charging at 2.5A constant current to terminate at the maximum voltage of 3.65V.

Discharging: Constant current (0.5C rate) CC discharge, terminating at a voltage of 2.5V.

Current at 0.5C: 60 A

The above testing steps should be repeated three times, and the average value shall be selected as the result.

4 How to Make a Warranty Claim

If the Customer wishes to submit a warranty claim, please contact the local distributor from whom the products were purchased or the installation personnel who installed the battery for you. When contacting the local distributor, please be prepared to provide the following information, as it may be required when initiating the warranty claim:

a) Customer's contact information, including name, company name, phone number, email address, and mailing address.

b) Information about all defective products, including product model, serial number, installation date, and date of malfunction, as well as the brand and model of the battery. Please submit the claim within one month after the date of malfunction; otherwise, Swatten may consider that you have waived the right to submit a warranty claim.

c) Description of operations before the occurrence of the fault and detailed information on any previous claims (if applicable).

Swatten may arrange an on-site inspection to determine the root cause of the fault. The Customer is responsible for allowing technicians from Swatten or authorized third-party companies to conduct the inspection and should arrange a suitable time and ensure the safety of the inspection. If Swatten's technicians deem the on-site entry unsafe, Swatten reserves the right not to enter the site.

5 Warranty Procedures

a) For each valid warranty claim, Swatten shall have the discretion to either repair or replace the relevant product.

b) Parts, components, or products used for repair or replacement by Swatten may be new, refurbished, repaired, or updated, with their performance being equal to or higher than the defective product. Swatten shall bear the direct cost of any parts, components, and/or products required for repair or replacement before delivering them to the customer.

c) In any case, Swatten shall not be liable for any additional direct or indirect costs, expenses, or charges incurred by the customer due to such claims for replacement or repair after the delivery of the product. This includes, but is not limited to, any on-site inspections, on-site diagnostics, on-site repairs or services, or any subseuent installation expenses.

d) Any warranty period provided for repaired or replaced products under these warranty provisions shall be for the remaining time of the original warranty period. Under no circumstances shall any repair, replacement, or refund extend the original warranty period. Swatten shall not be liable for any claims beyond the warranty period.

For any product damage or performance failure occurring outside the warranty period or beyond the scope of this limited warranty, Swatten may, at its sole discretion, offer chargeable services to the customer. However, regardless of the above provisions, under no circumstances will the product maintain the same or guaranteed performance as during the warranty period for such chargeable services. The service fees will be quoted separately by Swatten after the initial examination of the product and may include, but are not limited to, all relevant expenses such as material costs, labor costs, warehousing costs, transportation costs, tariffs, analysis costs, management costs, corporate profits, disposal costs (if applicable), etc.

6 Covered and Non-Covered Items

Unless there is a specific or unique agreement between Swatten and the Customer, the scope of the limited warranty for the Europe/UK/Australia not only covers the hardware material costs required to restore the equipment to normal operation but also includes the following details of transportation and labor costs:

Transportation Costs: Swatten will cover outbound and inbound transportation costs for each case by using standard land transport, up to a certain amount (please contact Swatten to obtain the rates). The Customer must bear any excess costs or costs incurred by using alternative transportation methods. In some cases, the Customer may need to arrange for the defective battery system to be returned to Swatten and should confirm the shipping schedule with Swatten in advance. As the product needs to be adequately packaged, Swatten recommends using packaging materials of the same size as the ones used during the initial purchase. If the claimed defective product is not returned to Swatten within 4 weeks after the Customer receives the replacement unit, or if no damage is found upon inspection of the returned product, Swatten will issue an invoice for the replacement unit and charge for the delivery and related services.

On-Site Service Labor Costs: Swatten may directly arrange for engineers to provide on-site services at Swatten's expense. To encourage the Customer to use their installation personnel to resolve the issue, Swatten may, at its discretion, offer a refund to the Customer or local installers/electricians for on-site service labor costs (please contact Swatten for refund rates), subject to the following conditions:

The refund is applicable only to the party providing on-site service for the claimed defective product.

The claimed defective product has been returned to Swatten and has been determined to have a process or material defect after Swatten 's testing and inspection.

The Customer must contact Swatten before the on-site visit to obtain authorization. If the site is located in a remote area or installation personnel cannot be present, Swatten suggests that the Customer seeks local electricians for on-site service.

Applications for service refunds must be submitted within 2 months after the date Swatten authorizes on-site service.

The limited warranty from Swatten does not include compensation for direct or indirect damages caused by the defective equipment or other facilities of the BESS, or any other expenses, such as electricity losses during product downtime, etc.

7 Exclusions from Warranty Coverage

Upon confirmation by Swatten, the limited warranty shall not apply if the defect or performance failure is caused by any of the following reasons:

a) Improper transportation, storage, installation, or wiring by the Customer or any third party.

b) Modifications, changes, disassembly, repairs, or replacements carried out without the consent or authorization of Swatten.

c) Failure to comply with the product technical specifications and documents, including but not limited

to any guidelines or instructions provided in the product user manuals, storage, transportation, operation, maintenance, handling, and/or safety manuals or product specifications communicated to the Customer in writing or by any other means.

d) External influences, including unusual physical or electrical stresses, such as power surges, surges, lightning, floods, fires, accidental damage, etc.

e) Use of incompatible inverters, rectifiers, or PCS.

f) Normal wear and tear (cosmetic defects) or other defects that do not affect functionality or performance.

g) Use of the product for any purpose outside the scope specified in the user manuals, or beyond ordinary or expected usage.

h) Misuse, abuse, improper use of the product, or any other negligent behavior by the Customer or any third party.

i) Any defects incidental to, or resulting from, any failure that has already occurred or is noticed by the Customer (such as over-discharge) that requires prompt handling, reporting, and timely repair, but the Customer fails to report or notify Swatten promptly.

j) Any damage or failure resulting from non-compliance with applicable national, state, or local electrical or safety regulations.

k) Force majeure events, including but not limited to natural disasters, wars, strikes, and riots.

l) Any defects or performance failures caused by or resulting from any components, materials, or services not provided by Swatten or not authorized by Swatten.

m) Product/system requiring remote software upgrades or fault clearing when the client's end does not support remote upgrading functionality.

n) Due to changes in industry standards and regulations, the products that conformed to the standards at the time of delivery could not be used normally or had performance problems.

8 Replace or repair

a) In the event that the Products confirmed by Swatten or Swatten Authorized Service Partner to be defective or non-conformity, Swatten will replace or repair the defective or non-conforming Products at its sole option and own discretion. Any maintenance or replacement shall not be deemed as extension or recalculation of the warranty period.

b) Swatten will be responsible for the approved repair or replacement costs in connection with such non-conforming or defective Products. Swatten shall become the owner of replaced Products in exchange for the simultaneous transfer of ownership of the replacement Products. Unless otherwise agreed by Swatten Authorized Service Partner, the replaced Products shall be returned by End User to the place designated by Swatten Authorized Service Partner in the same or similar package within

4 weeks after the replacement date, the costs for the return will be paid by Swatten or Swatten Authorized Service Partner.

c) Provided that Swatten has discontinued the manufacture of the Products in issue at the time the related warranty claim which confirmed by Swatten, Swatten shall, at its sole option, replace it with a different type of Products(of mutually agreed size, colour, shape and/or power) if technically feasible and reasonable or refund the purchase price paid by end user as shown in the seller`s invoice.

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

9 Out-of-Warranty Cases

For any defects that occur after the warranty period has expired or within the warranty period but fall under the warranty exceptions mentioned above, they are referred to as out-of-warranty cases. For all out-of- warranty cases, Swatten may charge the Customer for on-site service fees, parts/material fees, labor fees, and logistics fees, including but not limited to the following:

On-Site Service Fees: The travel and time costs incurred by technicians providing on-site service, as well as the labor fees for repairing, maintaining, installing (hardware or software), and debugging the faulty product by the technical personnel.

Parts/Material Fees: The cost of replacing parts/materials (including any applicable shipping/ administrative charges) .

Logistics Fees: The transportation and other expenses incurred when sending the defective product from the Customer to Swatten and/or sending the repaired product from Swatten back to the Customer.

10 Usage Restrictions

The products listed in this limited warranty are intended solely for residential energy storage use and shall not, under any circumstances, be used for control zones or any reactor connection or safety applications, within the containment area of nuclear facilities, or for direct medical purposes, including applications involving life support or life-critical equipment.

This limited warranty replaces all other warranties and liabilities of Swatten, whether oral, written, (non- mandatory) statutory, contractual, tort, or otherwise, including, but not limited to, any implied conditions, warranties, or other terms of satisfactory quality or fitness for purpose that are allowed by applicable laws.

However, this limited warranty does not exclude or limit any statutory rights under applicable national laws. To the extent permitted by applicable laws, Swatten shall not be liable for any loss, damage, or destruction of data, any loss of profits, loss of product use or functionality, business losses, contract losses, loss of revenue, or anticipated savings, increased costs or expenses, or any indirect, consequential, special, or punitive damages.

To the extent permitted by applicable laws, Swatten's liability shall be limited to the purchase value of the product. Any violation of the provisions in this section will result in the warranty being voided.

11 Further Rights at Law

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Contact Information

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