

# WARRANTY CONDITIONS

## For the AlphaESS Commercial and Industrial Product Series

### Products

Subject to the terms and conditions detailed below, AlphaESS provides a voluntary product warranty (the **Warranty**) for the following products (the **Products**):

- Storion-LC-TB125 Cabinet
- M166314-S Liquid-cooling Battery

### Scope of Warranty

- This Warranty only applies to newly purchased Products which have not been installed for any purposes before.
- This Warranty is non-transferable except: where the Products are installed in a building, this Warranty will then transfer to any subsequent purchaser of that building or of the Products so long as the Products remain installed.
- This Warranty only applies where the Products have been installed by a properly certified and licensed installer by Alpha ESS Europe GmbH. or its authorized distributor in the Europe, Middle East, and Africa regions (“EMEA Region”).
- If the Products are installed outside the EMEA Region by an installer certified in the EMEA Region, this Warranty shall not apply; instead, the warranty terms applicable to the region of installation or as otherwise agreed under a separate agreement shall govern.

## 1. Warranty Period

### 1.1 Product Warranty

AlphaESS provides 5-year standard warranty for the Products, and the warranty commences from the date of installation.

Product	Commencement Date	Standard Warranty Period
Inverter	Installation Date	5 Years
Liquid-cooling System		
STS		
EMS		
Meter		
HV Box		
Lighting, security, switch, electrical components in Cabinet		
Cabinet		

Extended warranty options may be available to purchase for specific product range up to a total period of 10 years.

## 1.2 Battery Warranty

- AlphaESS warrants the Battery for 120 months from the earlier of the date the Battery is installed at the Product Owner's property. The warranty only applies if the Battery is operated under normal use followed by the specification and the manual provided by AlphaESS.
- This warranty will expire early if the throughput energy per kWh reaches 3.53 MWh.
- The precondition of the valid Battery Performance Warranty shall be that:
  - The battery shall not be operated above 0.5P in discharge, and 0.5P in charge.

- The maximum depth of discharging (DOD) of the Battery Pack should not exceed 100% under grid-connected conditions and should not exceed 90% under off-grid conditions.
- Under the aforementioned precondition of the valid Battery Performance Warranty, AlphaESS warrant that each battery module retains at least 70% of its usable capacity, which is calculated from the date of installation.

**Battery Capacity Measurement condition:**

Ambient temperature: 25~28°C

Charge / Discharge method:

1. Randomly pick up one of the packs from the rack. Send to the test lab for capacity test.
2. Lay aside the battery for at least 2 hours to ensure that the battery temperature is maintained at about 25-28 °C.
3. Charge the battery with constant power until any cell reaches the charge cut-off voltage.
4. Lay aside the battery for 10 minutes.
5. Discharge the battery with constant power until any cell reaches the discharge cut-off voltage.
6. Lay aside the battery for 10 minutes.
7. Calculate formula is: Battery Energy(kWh) = Discharge time × Constant power value
8. Repeat Steps 3 to 7 twice to take the average value of Battery Energy
9. Charge the battery with Constant power until 30% SOC for subsequent storage.

Test value list:

Product Type	End of discharge voltage (V)	Constant charge /discharge Power(kW)	End of charge voltage (V)
M166314-S	2.5 V	26.125 kW	3.65

## 2. Replace or Repair

Subject to below, AlphaESS will, at its sole option, repair or replace the Products or any part thereof, if such Products are faulty or defective in manufacture or materials.

AlphaESS will endeavor to replace any Products that require to be replaced under this Warranty with products of equivalent appearance, size, and functionality on a like-for-like basis. Replacement of Products may not be brand new but with quality and specification compliant with the Product specifications. Where this is not feasible, due to technological advancements, AlphaESS will supply another type of product of at least the same value and standard, although it may be of a different size, shape, color, and/or capacity.

If the Products are replaced within the Warranty Period, the remaining Warranty Period will be automatically transferred to the replacement products.

In respect of valid claims under this Warranty, the end-user will not be charged for reasonable costs associated with the making of a warranty claim, including warranty processing costs, the cost of replacement parts and freight. Reimbursement for necessary and reasonably incurred costs or expenses in making valid warranty claims under this Warranty may be claimed from AlphaESS. Documentary evidence in support of such a claim will be required.

This Warranty does not cover:

- any costs incurred by the end-user or the installer in normal or scheduled maintenance of the Products; or
- any other costs such as transportation (other than delivery costs of parts or Products replaced under this Warranty to the original purchaser), travelling and accommodation cost of persons for on-site support, etc.;
- subject to any law to the contrary, any damage to property, personal injury, direct or indirect loss, any consequential losses, or other expenses arising from Product Owner's breach of this Warranty Conditions.
- any costs in making the warranty claim, which is invalid under this Warranty.

## 3. Preconditions for Warranty

This Warranty is subject to the following conditions:

- The Products must have been installed and correctly commissioned by an installer who is properly trained and certified by AlphaESS or the original purchaser of the Products. Proof may be required of the correct commissioning of the Products (such as a certificate of compliance). Claims for failures due to incorrect installation or commissioning are not covered under this Warranty.

- The Products must have their original serial number and rating labels intact and readable.
- Batteries should be stored indoors in a dry and clean environment and should meet the conditions defined below for Short Period and Long Period. Avoid contact with corrosive substances and stay away from fire and heat sources.
- Short Period: ambient temperature at -20 ~ 45°C for less than 1 month
- Long Period: ambient temperature at 0 ~ 35°C for 1 year
- Batteries that will not be used for a Long Period should be fully charged and discharged at least once per 6 months. It should also be noted that the battery will eventually need to be charged to 30~50% SOC to continue storage
- This Warranty does not extend to any Products that have been completely or partially disassembled or modified, except where such disassembly is carried out by AlphaESS.
- The operating temperature during the operation of the Products must not exceed -10°C~50°C temperature range and the Products shall not be exposed and stored at a temperature higher than 50°C, and shall not be exposed in an installed area to direct sunlight. The Products' installation location must be ventilated in accordance with the requirements of the User Manual and Installation Guide.
- Any warranty claim under this Warranty must meet the requirements set out below in the "Claims Process" section.
- Following the receipt of the replacement Products, the owner of the Products must return the allegedly faulty unit in the same packaging material as the replacement Products. AlphaESS will supply all labels, documentation and freight details for the return of the allegedly faulty unit. All allegedly faulty units must be returned within 10 (ten) working days of the receipt of the replacement Products. AlphaESS reserves the right of final interpretation of [ ].
- A qualified installer must be available for the exchange of the Products and re-commissioning.
- When batteries with a difference in inventory period greater than three months are installed in the same system, there is a risk that the system performance may be affected, and batteries with a shorter inventory period may not be utilized optimally.
- As an original purchaser, he shall be responsible for working in good faith directly with AlphaESS to limit, where reasonable and practical, the return of non-faulty Products. AlphaESS will support rectifying the fault through telephone support or with direct PC links. Note: To qualify for further compensation and a replacement unit, the original purchaser must first contact AlphaESS and fulfill the responsibilities under the "Claims Process" section.

## 4. General Exclusions

This Warranty will not apply to a defect or fault to the extent to which one or more of these conditions arises:

- The warranty period specified above has already expired;
- due to wrong deliveries, incorrect or damaged packing;
- due to storage, handling, installation (or removal and/or reinstallation) or commissioning of the Products otherwise than in accordance with instructions provided by AlphaESS, applicable safety regulations or without reasonable care including installation of the Products which are of an inappropriate size or type for the intended purpose;
- due to operation, use or maintenance of the Products otherwise than in accordance with instructions provided by AlphaESS or without reasonable care (including failure to maintain/clean the Products in accordance with recommendations in instruction/ operation manuals);
- due to accidental damage, theft or vandalism, or use of the Products for a purpose or in environmental conditions for which the Products were not designed for or sold, or use of the Products outside the specified or normal operating ranges for such Products;
- as a result of changes that occur in the condition or operational performance of the Products due to climate or other environmental influence, foreign material contamination (e.g. dirt, smoke, salt, chemicals and other impurities), water entry, exposure to excessive heat or solvents or because of use of the Products with insufficient ventilation (in particular the maximum temperatures according to the operating manual), exposure to strong vibrations, exposure to a strong magnetic field or damage as a result of Force Majeure (as defined below) event;
- from normal wear and tear or when replacement or repair of parts would be part of normal maintenance or service of the Products or where the damage is only to surface coating, varnish or enamel;
- as a result of repairs, alterations or modifications to the Products which have been performed by a third party not authorized by AlphaESS;
- from the use of any spare parts not manufactured, sold or approved by AlphaESS in connection with the repair or replacement of the Products; or as a result of the interconnection of the Products with products of another manufacturer; or as a result of any other defective or malfunctioning parts in the system into which the Products has been installed;
- where the nameplate or serial number of the Products is modified, altered or not readable;
- other damages not affecting energy generation and which are of a visual nature (e.g. surface scratching);
- continued use of the Products after they are known, or would have been known with regular servicing, to be defective;

- any incidental or consequential damages, loss of profits, loss of data or any other indirect damages;
- any costs or expenses incurred by the Product Owner for the procurement of substitute equipment or services;
- any attempt to extend or reduce the life of the Products without written confirmation from AlphaESS, whether by physical means, programming or others;
- external influences including unusual physical or electrical stress (power failure surges, inrush current, lightning, flood, fire, accidental breakage, etc.);
- Product damage caused by an external force, force majeure (causes of natural disasters such as unforeseeable, unavoidable and insurmountable objective events, including but not limited to war, civil war, strike, riot, or other activities intervened by government, terrorism, war, riots, strikes, unavailability of suitable and sufficient labour or materials and other events which are out of control of AlphaESS, "Force Majeure") or other third parties;
- defects of Products arise due to renewal of the national or regional laws or regulations;
- Product failure is not reported to AlphaESS-Authorized Service Partner within ten working days of appearance;
- Use of an incompatible inverter, rectifier or PCS

## **5. Exclusions for Failure to Connect to the Internet**

- Product Owner should inform AlphaESS as soon as possible of such failure where it is for a period in excess of twenty minutes and put in place its own measures to monitor the products for defects during such outage period;
- Product Owner should put in place and implement, where possible, processes to collect and save system and product data locally so that the data produced by the system during the period of Internet outage is retained, and promptly send such data to AlphaESS as soon as the Internet is reconnected;
- AlphaESS shall not be responsible for and the warranty shall not cover any failure to provide product or system updates which had been planned to occur remotely by way of Internet connection during such period of outage;
- AlphaESS shall not be responsible and the warranty shall not cover any resultant failure to remotely monitor/pick up on system or product defects or irregularities;
- Any defects found and reported during or in respect of a period when there was an Internet outage should be accompanied by sufficient evidence (including photographs where relevant) to enable sufficient investigation into the defect and, where possible, show that such issue was not caused by the Internet outage itself.

- Each time a warranty claim is made against the Products that have no Internet connection, the owner of the Products is obliged to organize a qualified person to conduct an on-site inspection and data collection under the instruction of AlphaESS.
- AlphaESS will monitor the performance of the Products and inform the owner of the Products via the Internet of any defects identified during the Warranty Period, provided that the Products are connected to the Internet. Otherwise, once become aware of a defect or potential defects in the Products during the Warranty Period, the Products' owner, should inform AlphaESS as soon as is reasonably practicable.

## **6. Non-Applicability of Warranty Claim**

In case a warranty claim is reported that shows not to be valid, the costs incurred by AlphaESS or AlphaESS-Authorized Service Partner due to this non-applicability of the warranty claim shall be covered by the Product Owner.

## **7. Out of Warranty**

As for the service for the Products out of Warranty, AlphaESS agrees to provide certain after-sales service to the Product Owner upon the written request addressed to AlphaESS-Authorized Service Partner, and all the costs and expenses which include but are not limited to the materials, parts or labour costs, shall be borne by Product Owner. In this case, the Product Owner shall provide a detailed description of defects so that AlphaESS or AlphaESS-Authorized Service Partner can detect whether such defects can be cured or not. For the avoidance of doubt, in no event will AlphaESS be liable for the service out of warranty, and this Section 7 will not constitute the promise of AlphaESS to provide such service out of warranty.

## **8. Warranty Restriction**

Unless otherwise specified herein, to the extent permitted by applicable law, the Warranty Conditions and the 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, AlphaESS expressly rejects 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 AlphaESS cannot abandon implied warranty as prescribed by applicable law or the guarantee specified by applicable laws, all of such guarantees and warranties shall be limited 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 AlphaESS and/or AlphaESS-Authorized Service Partner is authorized to make any revision, extension or addition to the quality Warranty. The legality and enforceability of the remaining clauses herein shall not be affected or damaged if any of the clauses herein is adjudged to be illegal or unenforceable.

Unless otherwise specified herein, to the maximum range permitted by applicable law, AlphaESS will not be liable for any 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, 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.

ALPHAESS'S LIABILITY FROM ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PRODUCT OWNER TO ALPHAESS FOR SUCH PRODUCT GIVING RISE TO THE LIABILITY. EXCEPTED FROM THIS IS LIABILITY ON THE GROUNDS OF CULPABLE INJURY TO LIFE, PHYSICAL INJURY, OR INJURY TO HEALTH AND THE MANDATORY LIABILITY FOR INTENT OR GROSS NEGLIGENCE.

## 9. Dispute Resolution

In case of any dispute in terms of warranty claims, a first-class international testing institute shall be entrusted by AlphaESS and the Product Owner upon mutual consent to provide third-party verification and comments. All fees and expenses shall be borne by the party that demanded such verification procedure unless otherwise agreed.

Unless otherwise agreed between Alpha ESS and the Product Owner and/or the original purchaser, the local courts of China shall have non-exclusive jurisdiction for further disputes about a warranty claim arising from this Warranty.

In case of a judicial assertion, the AlphaESS-Authorized Service Partner is not authorized to send or receive lawsuit documents.

Unless otherwise agreed between Alpha ESS and the Product Owner and/or the original purchaser, this Warranty shall be governed and construed in accordance with the laws of China, excluding the Convention on Contracts for the International Sale of Goods.

## 10. Claims Process

If any Products fail within the Warranty Period, the owner of the Products must stop using the Products or the system in which the Products are installed as the case may be by isolating the Products from any energy source, and make a claim as soon as possible following all instructions provided by AlphaESS, or the resellers from whom you have purchased the Products.

To make a Warranty claim under this voluntary warranty, please contact the resellers from whom you have purchased the Products, or contact AlphaESS directly through the customer feedback system on the online monitoring platform:

<https://service.alphaess.com/Common/ComplaintsProcessing/Index> or by email at [info@alpha-ess.com](mailto:info@alpha-ess.com).

When contacting AlphaESS by email, please have the following information to hand:

- Your name, address, postcode and a telephone number where you can be contacted
- The model's name and serial number of the Products
- Proof of purchase with the date and address of the vendor
- Installation date and installation address
- Signed commissioning report
- Contact details of the installer
- A complete and detailed list of observed faults and other information that could help with the analysis of the fault (e.g. any videos and photos, etc.)

AlphaESS aims to rectify genuine quality problems as a priority which is generally achieved by investigating why defective products have failed and by introducing immediate corrective action measures to prevent re-occurrence of product failures. It is therefore critical that all claims under this Warranty are promptly submitted to AlphaESS as soon as the Products fail, and in any event, within 4 weeks of knowledge of the matter of the event giving rise to the claim. No consideration will be given to claims under this Warranty which are made after this period.

## 11. Contact Details

This Warranty is offered by

Alpha ESS Europe GmbH.,

Horizon Tower 17.0G Alfred-Herrhausen-Allee 3-5 65760 Eschborn, Germany

For European Regions, please contact +49 6196-7863-485

For Middle-East and African regions, please contact [measervice@alpha-ess.com](mailto:measervice@alpha-ess.com)

## 12. Miscellaneous

This Warranty shall form part of the purchase contract in respect of the Products and shall be complied with by all parties involved.