

# Terms of Warranty

## 1. LIMITED WARRANTY COVERAGE

The PYTES<sup>1</sup> Lithium Iron Phosphate Batteries V Series as supplied and distributed by PYTES and its authorized 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
- (ii) the purchase invoice date.

Whichever comes first and ends on ,10 years from the warranty activation date; or 6000 cycles, 90% DOD<sup>2</sup>@77°F/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 14°F/-10°C or exceed 122°F/50°C;
- (ii) The Subject of the Warranty should not be exposed to a temperature exceeding 122°F/50°C;

If you store the battery more than 6 months after you get the battery, please use 48V DC battery charger to charge battery before selling to customer. If you need this kind of DC battery charger, please contact with us.

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

PYTES Battery Model	Energy Retention <sup>3</sup>	Minimum Energy Throughput (MWh)
V5° / V5°α/ V5°α Plus	70% at years following warranty activation date	6000 cycles or 19.35MWh of aggregate throughput <sup>4</sup>

### Capacity measurement condition:

Ambient temperature: 77°F/25°C

Charge / Discharge method:

1. Discharge the battery with Constant current until the battery reach End of discharge voltage or battery self-protection automatically.

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

<sup>2</sup> Recommended SOC Range=10-100%.

<sup>3</sup> Expressed as a % of 5.12 kWh rated energy.

<sup>4</sup> Measured at the battery DC output

2. Lay aside the battery for 10mins.
3. Charge the battery with Constant current and Constant charge voltage until reach the Cut off current or battery self-protection automatically.
4. Lay aside the battery for 10mins.
5. 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)
6. Current Capacity = Discharge time × Constant current value.
7. Charge the battery with Constant current and Constant charge voltage until reach the Cut off current or battery self-protection automatically.
8. Current and voltage measurement at battery DC side.

**Test value list:**

Battery Model	End of discharge voltage(V)	Constant charge voltage(V)	Constant current(A)	Cut off current(A)
V5° / V5°α/ V5°α Plus	47.5	56.8	75	10

This Limited Warranty applies only to the Product<sup>5</sup> (a) purchased from PYTES or an authorized distributor/reseller/installer (b) and properly installed by a licensed professional installer; (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 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. (iii) 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 has a problem covered by this 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

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<sup>5</sup> The battery pack manufactured by PYTES.

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.
- 9) The product has been disassembled without permission from either PYTES or an authorized reseller with the QC label on battery being damaged.
- 10) Defects caused by water, conductive dust, or corrosive gases.
- 11) The Product is installed other than a fix installation of battery energy storage system.
- 12) Charging the battery within sixty (60) days after receiving the product and subsequently charge it at least once every 6 months. Failure to do so will void the warranty for the battery and any associated damage or malfu.

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

- 1) Normal wears and tear or deterioration, or superficial defects, dents or marks that do 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.
- 5) Accessories or tool kit items provided along with the Product.

## 4. General Provisions

This warranty is subject to the law of the location of PYTES B.V.

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>6</sup>

Some countries or 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 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 authorized distributor/installer/reseller who sold you the Product. If you fail to reach authorized distributor/installer/reseller 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 number 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)

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<sup>6</sup> Local Laws

number either through PYTES authorized distributor/installer/reseller who sold you the Product or PYTES.

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 container 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:** <https://www.pytesgroup.com/>

**Address:** Molendijk-Zuid 23B, 5482 WZ Schijndel, Netherlands

**Post Code:** 999039

**Telephone:** +31 (0) 625 560 152

**Email:** [ess\\_support@pytesgroup.com](mailto:ess_support@pytesgroup.com)

PYTES B.V.

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

This Agreement on Division of After-sales Service Responsibilities (the "Agreement"), made and entered into as of \_\_\_\_\_ (the "Effective Day") by and between PYTES B.V., a Netherlands corporation having its place of business at Molendijk-Zuid 23B, 5482 WZ Schijndel, Netherlands (the "Party A"), and \_\_\_\_\_, a \_\_\_\_\_ corporation having its place of business at \_\_\_\_\_ (the "Party B")

Since Party B is Party A's distributor, in order to safeguard the legitimate rights and interests of both parties, promote the stable and rapid development of the business of both parties, and better develop the market, the following agreement is hereby signed after friendly negotiation between both parties.

Party B agrees to provide after-sales service to customers for the products sold by it, and the scope of responsibility shall be consistent with Terms of Warranty.

### **Responsibilities of Party A:**

- a. Party A is obliged to provide Party B with product-related knowledge and technical update guidance.
- b. When Party B encounters difficulties and cannot handle it during the after-sales service, Party A is obliged to provide remote technical support.
- c. Party A shall provide Party B with spare parts for after-sales purpose during the warranty period of the product.

### **Responsibilities of Party B:**

- a. Party B shall complete the dealer training course carefully and master the relevant skills and common sense when asked during the training period provided by Party A.
- b. During the warranty period of the products purchased by Party B from Party A, Party B is under the unified management of Party A, and do all the after-sales work.
- c. In the process of after-sales service, Party B should perform operations in accordance with Party A's relevant technical procedures and regulations.

**Signature (Party A):**

**Date:**

**Signature (Party B):**

**Date:**