

## **1. Subject Matter of the Warranty**

1.1 These warranty terms and conditions apply for all sonnenBatterien of the version eco 7.0 or higher as well as the version hybrid 8.1 or higher commissioned as of July 2017 if they have been verifiably bought as new devices from sonnen or one of sonnen's authorised and certified wholesale or specialist traders or an authorised and certified specialist installation company and have been commissioned by this professional installer. The warranty is exclusively referring to the sonnenBatterie described in the commissioning certificate with its serial number ("warranty eligible product"). The commissioning certificate shall be provided to the customer as copy in written or electronic form, e.g. as download.

1.2 If the customer has an expansion of the battery modules made afterwards, they shall receive a separate commissioning certificate thereof, containing the serial number and the modules of the expansions, the then applying warranty terms and conditions as well as the duration of the warranty.

1.3 The proof according to figure 1.1 is regarded as brought forward if the commissioning certificate is transferred to sonnen, containing the warranty eligible product (indication of battery number), the installation site, the certified company taking the sonnenBatterie into operation as well as the warranty eligible operator. The commissioning certificate is to be authorised by the parties.

1.4 The warranty and its conditions are applicable, limited to the warranty duration for the first delivered warranty eligible product or a replacement device for a warranty eligible product which is initially installed by sonnen or by an authorised and certified partner or has been exchanged due to a warranty case in fulfilment of the warranty claims according to figure 8.

## **2. Update Services**

2.1 sonnen continuously improves the software used in the sonnenProducts. Updates of the software include the adjustment of interfaces to other products and systems, as far as required for the operation of the respective sonnenProduct, improvements of the system integration, the removal of occurring bugs or as well installation of updates with new features.

2.2 Based on the read-out machine data, sonnen makes suggestions for a further optimisation of the plant and plant control in terms of an increase in efficiency as well improvement of the sonnenProduct's cost effectiveness. Reference is made to Figure 12.1 and Figure 12.9.

2.3 The update of installations requires that sonnen can access the sonnenProduct online. Reference is made to Figure 12.8. The technical requirements needed for the online access to sonnenProducts are to be provided by the customer at their own expense and are to be maintained during the contractual term. The required broadband internet connection must have a download speed of at least 1 Mbit/s and an upload speed of 512 kB/s. If deviating requirements exist, they are defined in the offer and order confirmation.

2.4 Published updates shall be delivered by sonnen and installed on sonnenProducts. If updates are not installed the consequence of which can be that contractual services cannot be delivered at all or just limited.

## **3. Warranty Eligible Operator, Premium Warranty**

3.1 sonnen provides a **Premium Warranty** only to those operators that operate warranty eligible products for their own purposes ("warranty eligible operator"). Traders, regardless of what type and trade level, do not acquire any rights and claims against sonnen resulting from the manufacturer's warranty.

3.2 If a sonnenBatterie has been provided to a user within the scope of a rental agreement, the warranty eligible operator is the lessor of the sonnenBatterie. Claims resulting from the warranty can be exerted exclusively by the lessor as the warranty eligible operator. Reference is made to Figure 8.3 explicitly.

## **4. Conclusion of Warranty**

4.1 The Premium Warranty is an offer of sonnen directly towards the warranty eligible operator at the conclusion of a warranty agreement subject to the respectively applying regulations.

4.2 With the consent of both parties, the warranty agreement is directly concluded between sonnen and the warranty eligible operator. The consent for the conclusion of a warranty agreement shall be declared by sonnen after the transmission of the commissioning certificate authorised by the installer and the customer according to figure 1.3 vis-à-vis the warranty eligible operator.

## **5. Relation of Warranty to Other Claims**

5.1 The warranty grants the warranty eligible operator to the extent and according to the stipulations of these regulations, claims complimentary to the legal warranty claims.

5.2 Claims for the removal of defects against the respective seller as well as legal product liability claims remain unaffected by the warranty.

## **6. Duration and Exertion of Warranty**

6.1 The **Premium Warranty** applies for all warranty cases (according to following Figure 7) which happen verifiably until the end of the 10<sup>th</sup> year after commissioning of a warranty eligible product according to Figure 1.1, 1.2 ("warranty duration") or during the use of up to 10,000 full loading cycles. A full loading cycle is equal to the complete loading and unloading of the battery's net capacity – partial cycles are therefore only considered proportional to the battery's net capacity. As soon as one of the two conditions is exceeded, the Premium Warranty ends.

6.2 Regarding properly repaired or replaced warranty eligible products or their system components; the warranty applies until the end of the warranty duration granted for the initially delivered warranty eligible product or system component.

6.3 Legal and/or contractual warranty claims occurring during a legal or contractual warranty period cannot be derived from the warranty.  
6.4 Any claims resulting from the warranty are to be exerted in writing by the warranty eligible operator within the warranty period against sonnen. Warranty claims can also be submitted via an authorised and certified partner.

## **7. Warranty Cases Covered by Warranty**

7.1 sonnen grants the warranty eligible operator a warranty for the warranty eligible product during the warranty duration. The warranty case occurs if the capacity of the battery cells falls below 70 % (seventy percent) of the nominal capacity or a deviation of more than 10 % (10 percent) of the agreed or assured performance features is determined for all other system components.

7.2 In case of an occurring defect in terms of Figure 7.1, the warranty eligible operator is entitled to the claims resulting from Figure 8.

## **8. Rights within Premium Warranty (Warranty Claims)**

8.1 sonnen's Premium Warranty does not only match the fair value replacement warranty presupposed by the reconstruction loan corporation for the participation in its funding programmes, but also offers further services to the warranty eligible operator.

8.2 Upon occurrence of a warranty case, sonnen shall replace the defect system component. The required working time for the replacement of the defect system component is to be paid by the warranty eligible operator at sonnen's compensation rates applicable at the occurrence of the warranty case. The current hourly rate when entering into this agreement is EUR 52 gross. The hourly rate can be adjusted from time to time and may vary for different countries about which sonnen will inform its customers when entering into a warranty agreement. The current hourly rate can be requested under our service number (+49 8304 92933444). Working time in terms of this regulation also includes the journey and departure time from sonnen to the location of the warranty eligible product's installation.

8.3 Any replacement, repair or collection of the warranty eligible product shall exclusively be done at the location to which the warranty eligible product was originally delivered and installed. Additional costs resulting from a non-coordinated transport to another location are to be paid by the warranty eligible operator.

8.4 Any claims exceeding the replacement of the system component, especially claims for lost profits or replacement of damages caused by defective products are exempt.

8.5 If no warranty case causing defect has been determined for the warranty eligible product within the scope of the examination, or no Premium Warranty claim is resulting from the listed circumstances in Figure 9 and the warranty eligible operator has not determined such due to gross negligence, sonnen can demand the payment of the costs accrued within the scope of the examination. Used working time as well as costs for journey and departure time shall be charged at sonnen's current rates.

8.6 It is at sonnen's discretion to take out a respective insurance for securing the warranty eligible operator's claims resulting from this warranty.

8.7 Any claims from the warranty (including warranty claims) lapse six months after acknowledgement of the defect by the warranty eligible operator, or the point in time in which they should have acknowledged it without gross negligence, at the latest, however, three months after termination of the warranty period.

## **9. Technical Requirements, Fact of Exclusion**

The warranty claims are – if the asserted defect has been also caused hereby – excluded in the following cases:

- Not intended use according to the respectively current manual or instructions by the warranty eligible operator or commissioned third parties;
- Non-appropriate and non-professional or non-standard installation, or installation not according to installation instructions or tips (including the installation and operating manual for the warranty eligible product) undertaken by the warranty eligible operator or commissioned third parties;
- Unprofessional, incorrect handling or operation or handling or operation against the operation instructions and tips of the warranty eligible product; environmental moisture and temperature must be within the required limit values;
- Deep discharge of battery cells which could have been determined and prevented within the scope of a regular appropriate supervision of the sonnenBatterie's operation or upon presence of a proper online connection (see Figure 2.2);
- Unauthorised changes or repairs of any kind;
- Utilisation of spare parts and complements that do not correspond to sonnen's predefined original specifications;
- Non-implementation of an on-going maintenance in accordance with the maintenance instructions and tips;
- Non-implementation of the regular examination of the proper mains connection.
- Removal, damage or destruction of the label by the warranty eligible operator if a defect resulted from this;
- Outside influence and force majeure;
- Transport damages sonnen is not responsible for;
- Occurring excess voltages in the power voltage supply to which the warranty eligible product is connected.

## **10. Transferability of the Warranty**

The warranty, including the warranty claims resulting from it, can only be transferred from a warranty eligible operator to a third party with sonnen's prior written consent.

## **11. Claim for Defects, Liability**

11.1 It is regarded as material defect if the goods do not display the condition agreed upon or are not suited for the utilisation agreed upon in the agreement.

11.2 Changes in the execution of the services as well as other changes benefiting the technical advancement are not regarded as defects.

11.3 If nothing to the contrary has been agreed upon and ordered, the suggestions as well as quantity and measurement records shall be made by sonnen in a generally non-binding manner.

11.4 sonnen is liable according to the legal regulations if the customer exerts claims for damages that are based on intent or gross negligence, including the intent or gross negligence of sonnen's representatives or fulfilment agents.

11.5 sonnen is liable according to the legal regulations if sonnen has culpably violated an essential obligation of the agreement. A liability is excluded for a simple negligent violation of non-essential obligations of the agreement.

11.6 If the customer is entitled to a claim for replacement of the damages instead of the service, sonnen's liability is generally limited to the replacement of the foreseeable, typically occurring damages. The same applies if the customer is entitled to claims for damages instead of the service.

11.7 The liability due to injuries to life, body or health shall remain unaffected. This also applies for the obligatory liability according to the product liability act as well as liability due to malicious concealment of a defect or due to the taking over of a warranty.

11.8 A warranty for the condition of the object or that the object shall retain a specific condition for a specific duration exceeding the legal rights to the removal of defects is exclusively taken over by sonnen if this has been explicitly agreed upon in writing.

11.9 Performance and product warranties of the manufacturers of used components (e.g. photovoltaic modules and inverters) shall exclusively be granted by the respective manufacturer if no deviating written agreements have been made. After the expiration of the warranty deadline, claims resulting from these warranties shall be directly addressed to the respective manufacturer.

11.10 A further liability is excluded, irrespective of the legal nature of the claim exerted. sonnen is specifically not liable for damages that have not been caused to the goods itself, e.g. lost profit and other financial losses.

11.11 In so far as the liability is excluded or limited, this also applies for the personal liability of sonnen's employees, workers, staff, representatives and fulfilment agents.

11.12 Should the examination of the notice of defects reveal that the case is not covered by warranty, the costs caused within the scope of the examination and rendering of services are to be paid by the customer.

11.13 The legal limitation period applies for claims for defects.

11.14 If a liability for damages due to slight negligence and not based on injury to life, body or health of the customer is not excluded, such claims shall lapse within one year, starting from the emergence of the claim.

## **12. Data Protection / Approval**

12.1 Within the scope of a rendering of the contractual services and the update services, sonnen shall access those sonnenProducts online which are approved by the customer for surveillance and control. The data generated in the sonnenProduct shall be read, evaluated, processed and saved for the purpose of rendering of services, increase of efficiency, for terms of the ongoing optimization and enhancements of the sonnenProducts.

12.2 The updates for the used software shall generally be installed online.

12.3 The customer's data may be forwarded to sonnen's fulfilment agents or sonnen's fulfilment agents shall access the sonnenProducts online to render the agreed services. As far as data has to be transferred to third parties in fulfilment of the contractual performances and if these data cannot be transferred anonymised sonnen has entered into agreements with these companies which are in compliance with the requirements of the applicable law.

12.4 For the purpose of benchmarking or research, the data read-out from the sonnenProduct may be forwarded to third parties in anonymised form.

**12.5 With the conclusion of the warranty agreement, the customer agrees to the collection, processing, utilisation and forwarding of their anonymised data.**

12.6 The data received from the customer shall be treated confidentially and according to the regulations of Germany's Federal Data Protection Act as well as the German Telemedia Act.

12.7 The customer is entitled to disagree with sonnen's utilisation, processing, saving and forwarding of their data or withdraw their given approval at any time.

12.8 If the customer disagrees with the online access to the sonnenProduct, the update services may not be rendered at all or not to the agreed extent or only against the payment of the higher costs resulting from the deactivation of the online access. The costs of an update to be performed on site consist of sonnen's journey and departure costs to the location of the warranty eligible product's installation and the working costs in terms of Figure 8.2. The installation of an update on site generally takes an hour.

12.9 Reference is made to sonnen's data utilisation conditions which the customer approved at the conclusion of the agreement.

## **13. Intellectual Property Rights, Software Utilisation**

13.1 sonnen shall remain owner of all copyright and exploitation rights for all plans, construction drawings, presentations as well as all illustrations, drawings, records, construction and circuit diagrams and other documents entrusted to the customer within the scope of the order fulfilment, regardless if in written or electronical form, that have been created by sonnen. Without the consent of sonnen they must not be made accessible to third parties or utilised by the customer. Upon sonnen's request, they are to be handed back with the assurance that no copies have been made. The customer is liable for any utilisation of the information in their possession that is contrary to these conditions.

13.2 Regarding the software contained in the delivery as well as updates, upgrades and extensions delivered for this purpose, the customer shall be granted a non-exclusive, non-transferable right to utilise the delivered software, including its documentation to the extent which is required for the appropriate operation of the sonnenProduct in accordance with the regulations of the supplied manual and instructions.

13.3 The utilisation right shall exclusively apply to the delivery object with which the software has been delivered. The customer's isolated utilisation of the software or utilisation in connection with other devices and products is not allowed.

13.4 The customer's further utilisation, especially the change, processing, reproduction, translation of the software as well as conversion from object code to source code is not allowed.

1354 The utilisation limitation also includes the customer's accesses at system level for the purpose of changing ex works configured parameters, functions and utilisation limitations unless assured properties of the sonnenProduct are affected by these limitations due to the made agreements.

#### **14. Closing Provisions**

14.1 This agreement is exclusively subject to the law of the Federal Republic of Germany under exclusion of the regulations of the international private law (conflict of laws) and the UN Convention on Contract for the International Sale of Goods.

14.2 The exclusive place of jurisdiction for all disputes resulting from or in connection with this agreement is Ulm if the warranty eligible operator (i) is a trader, (ii) an entrepreneur in terms of § 14 of the BGB [German Civil Code] or (iii) a private person without a place of general jurisdiction within the Federal Republic of Germany. Otherwise, the places of jurisdiction are those stipulated in the ZPO [German Code of Civil Procedure].