

Limited Warranty

ZYC Energy Co., Ltd. ("ZYC") and Guangzhou Great Power Energy Storage Technology Co., Ltd ("Great Power") provide the warranties in this document ("Limited Warranty") to the person who purchases SIMPO HV Pro ("Product") through an authorized reseller for their use and puts the Product into operation for the first time ("Buyer").

1. Limited Warranty

1.1. Warranty Start Date

The Warranty Start Date is earlier of:

- a) The date of installation of the Product, or
- b) 6 months after the manufacturing date of the Product.

1.2. Limited Product Warranty

- a) ZYC warrants that the Product will be free from material defects in workmanship for 10 years from the Warranty Start Date, subject to the exclusions and limitations set out under this Agreement.
- b) After purchase, the installation needs to be completed within one (1) month. Any battery failure must be reported within two (2) weeks. Battery damage caused by the fact that the battery has not been charged for a long time due to negligence is not covered under this Warranty. If the Product is not to be installed or used immediately, please ensure that the storage environment meets the requirements of installation and user manual:
- c) The battery is guaranteed within the warranty period or until the minimum throughput is reached, whichever comes first.
- d) The Product and its components must be operated within the specified temperature range (Details refer to the datasheet or any technical manuals).

1.3 Limited Performance Warranty

- a) The performance warranty only covers the Battery Cells.
- b) Minimum Throughput Energy means the total Input energy of the product recorded in the Battery Management System (BMS) of the Product.
- c) ZYC warrants that the Product will:
 - (i) Retain 70% of its Usable Energy for 10 years from the Warranty Start

Date; or

- (ii) Reach the Minimum Throughput Energy,
- d) whichever comes first when the Product is installed and operated according to the manufacturer's installation and operation manual, specification and/or instructions.
- e) The Usable Energy and Minimum Throughput Energy for each battery module are set out on the table below:

Product Model	Usable Energy, kWh	Energy Throughput, MWh
HV Pro Module 8.1	8.064	24

Test conditions of Usable Energy:

Charge and discharge the battery at 25°C @ 0.25C for three cycles, and the highest value among these three cycles should be taken as the standard.

- f) If the Product includes an integrated air conditioning system, ZYC provides a warranty for the air conditioning system for a period of (2) years from the Warranty Start Date against defects in materials and workmanship.
- g) If the Product includes a fire suppression system warranty, ZYC provides a warranty for the fire suppression system for a period of one (1) year from the Warranty Date against defects in materials and workmanship.

1.4 Warranty Conditions

The warranties for the Product only apply if the Product:

- a) Is purchased from ZYC or an Authorized Reseller in Europe,
- b) Is installed, operated and maintained in accordance with the manufacturer's installation and operation manual, specification and/or instructions, and
- c) Is used on a daily cycle basis and only for energy storage systems.

1.5 Warranty Limitations

The Limited Warranties are subject to and must be read together with the exclusions and limitations set out below. The warranty scope is exclusively defined by these terms. ZYC is not bound by any additional warranties provided by employees or third parties.

2. Exclusions and Limitations

2.1. Warranty Limitations

- a) The Limited Warranty does not apply to any defect or deterioration resulting from:
 - (i) The Product is not installed, maintained or operated in accordance with the manufacturer's installation and Operating Manual, specification, parameter setting guide and/or instructions,
 - (ii) Exposure of the Product to movement or shaking following installation, or to extreme temperatures,
 - (iii) Buyer failing to notify ZYC or a ZYC Authorized Partner ("ZYC Partner") of the defect or deterioration within 14 days of becoming aware of the defect or deterioration,
 - (iv) The Product is not installed within one (1) month from the Purchase Date,
 - (v) Operation of the Product that does not follow the recommended parameter settings in the Inverter Setting Guide, Installation Manual or Operating Manual,
 - (vi) Modification or repair of the Product without the approval of ZYC or ZYC Partner,
 - (vii) A force majeure event (e.g., natural catastrophes, such as flooding, fires, earthquakes, lightning or other abnormal environmental conditions, war, etc.),
 - (viii) Noticeable damage to the Product that occurred during transportation.
 - (ix) Changes to national or regional laws, regulations or directives,
 - (x) The product has not been used for 3 months or more after installation, or
 - (xi) Any rust that appears on the device's enclosure caused by harsh environmental conditions, accidents and external influences. Faults or damage caused by exposure to seacoasts/saltwater or other aggressive atmospheres or environmental conditions without ZYC's written confirmation/approval prior to the installation.
- b) ZYC will not provide free warranty:
 - (i) If you do not use the original frame from ZYC factories and the battery system will have structural danger situations during use,
 - (ii) If the ZYC after-sales staff is not informed within 48 hours once the problems appear, or
 - (iii) If the damage arises from transportation, incorrect product installation/removal, operation outside the specified temperature range and/or improper use.

2.2. Warranty Exclusions

The Limited Warranty does not apply:

- a) If the Product was not purchased in Europe region.
- b) To any defects that occur when the warranty period has expired (excluding additional agreement of warranty extensions).
- c) If the Buyer does not provide ZYC or ZYC Partner with photos of the installation or other necessary data of the Product upon request after reporting the warranty claim.
- d) To normal wear and tears.
- e) To any damage to property or personal injury arising from any defect if the state of scientific and technical knowledge at the time when the Product was sold to the Buyer was not such as to enable the defect to be discovered.
- f) To damage caused by the inverter or charger.
- g) If the invoice for the Product and the information listed in clause 4 below are not provided with the warranty claim; or
- h) If the serial number on the Product can no longer be identified or has been modified.

3. Limitation of Warranty Scope

- 3.1 Subject to the terms, exclusions and limitations under this Agreement, ZYC will repair or replace the non-conforming Product or parts thereof within the warranty term at no charge.
- 3.2 Whether to repair or replace the Product will be determined by ZYC at its sole discretion.
- 3.3 The Product or any of its parts to be replaced will have the same performance and reliability as the original Product. If the production of the relevant type of Product or any of its parts has been discontinued, withdrawn from the market, or otherwise unavailable, ZYC may replace the Product or parts with a similar Product or part (which may include previously used parts that are equivalent to new in performance and reliability).
- 3.4 If the replacement batteries or parts are not available or are no longer manufactured, ZYC will refund the value of the remaining unused original purchase price portion.
- 3.5 The above limitations of warranty scope are the only and exclusive obligations of ZYC to the original buyer under the limited warranty. If the

product does not comply with a limited warranty, ZYC does not bear other responsibilities to the original buyers.

- 3.6 Unless a special/unique agreement exists between ZYC and the customer, the ZYC limited warranty covers only the cost of hardware material required to get the device functioning again.

4. Claim Policy

- 4.1. If the Buyer wishes to make a warranty claim under this Limited Warranty, the warranty claim must be reported in writing to a ZYC Partner or to ZYC directly including the information specified in the table below, using the contact information specified below.

1	Installation Date*	
2	Invoice or Purchase receipt*	
3	Battery Configuration*	
4	Product Model*	
5	Serial Number of the Product*	
6	Firmware Version of BMS	
7	Inverter Configuration	
8	Serial Number of Inverter	
9	A full description of the fault of the product*	
10	Country	
11	Product location address	
12	Contact details	

* Refers to mandatory information to be provided, which is listed above.

If a claim is made to ZYC directly, please contact:

Address: No.10, GuangKe 1st Road, Pingshan, Shenzhen, P.R. China

Telephone: +86 755 28394019

Email: service@zyc.energy

If there is a dispute regarding warranty claims, ZYC and the Buyer, with mutual agreement, are to entrust an authoritative international testing agency to provide third-party verification and opinions. The Buyer will bear the costs and expenses for the verification unless the claim is proven to be valid, in which case ZYC will bear the verification costs.

4.2. ZYC or ZYC Partner is authorized to invoice its inspection costs if:

- a) The inspection of the Product by ZYC or ZYC Partner shows that the Limited Warranty does not apply, for whatever reason; or
- b) No defects were found during the inspection of the Product, and it works without error.

4.3 The original warranty periods for the Product shall still apply to any repaired or replacement Product, which means the warranty for the repaired or replaced parts will be the remaining warranty period for the originally purchased Product.

4.4 The replacement products or parts are ZYC's property.

4.5 ZYC or ZYC Partner shall not be responsible or liable in any way to the Buyer for any non-performance or delay in ZYC's performance of its obligations under this Limited Warranty due to occurrences of force majeure events such as natural disasters, war, riots, strikes, unavailability of suitable or sufficient labour, material, or capacity or any unforeseen event beyond its control.

5 Out of Warranty Policy

In the event the Product is out of warranty, ZYC may (at its discretion) provide certain after-sales service to the Buyer, but all the costs and expenses, such as parts, labour costs and travel expenses, shall be borne by the Buyer. To request such after-sales service Buyer must provide sufficient information about any defects, to enable ZYC Partner to determine whether such defects are capable of repair.

6 Limitation of Liability

Except as provided in this Limited Warranty, and to the maximum extent permitted by law, in no event shall ZYC's aggregate liabilities, if any, in damages or otherwise, exceed the purchase price paid by the Buyer for the Product.

7 Disclaimer

4.3 To the extent permitted by law, the warranties in this Limited Warranty are the only express warranty given for the Product. ZYC denies all legal and implied warranties, including but not limited to any suitable market, suitable for special purposes or non-infringement warranties. In the scope allowed by the law, as long as such warranty cannot be denied, ZYC limits the period and remedial measures of such warranties within the period of this Limited Warranty, and ZYC selects the maintenance or replacement service described below.

4.4 The seller of the product or anyone else has no right to represent ZYC to make any guarantee other than the content contained in the document, and there is no right to extend the guarantee period to the time limit of the above regulations.

8. General provisions

8.1 This Limited Warranty is governed exclusively by local law, without regard to its choice of law provisions.

8.2 If any provision or part of a provision of this Limited Warranty is held or found to be void, invalid or otherwise unenforceable (whether in respect of a particular party or generally), it will be deemed severed to the extent that it is void or unenforceable, but the remainder of that provision will remain in full force and effect.

8.3 As a condition of making a warranty claim, the Buyer agrees that any dispute regarding technical facts relating to claims brought under this Limited Warranty may be referred to expert determination.

9 Applicable Countries

This Limited Warranty is applicable only in the European countries listed below, and ZYC is not responsible for any claims made under this Limited Warranty for events occurring in any countries other than those listed herein:

1. Germany, Austria, Switzerland
2. Finland, Sweden, Norway, Denmark
3. Estonia, Latvia, Lithuania, Ukraine, Moldova
4. Poland, Czech Republic, Slovakia, Hungary
5. UK, Ireland, Netherlands, Belgium, Luxembourg, France, Monaco
6. Romania, Bulgaria, Serbia, Albania, Greece, Slovenia, Croatia, Italy, Spain, Portugal