ZYC SIMPO HV Pro Limited Warranty

ZYC Energy Co., Ltd. (ZYC) and Guangzhou Great Power Energy & Technology Co., Ltd ("**Great Power**") provides 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.

The Warranty Start Date is typically six (6) months after the Product's Production Date. However, if the Buyer provides written proof of delivery to the installation site, they may instead select the Warranty Start Date as thirty (30) days after the Delivery Date.

1.2. Limited Product Warranty

ZYC warrants that the Product will be free from defects in materials or workmanship for 10 years from Warranty Start Date, subject to the exclusions and limitations set out under this Agreement.

The warranty period of different items is:

a) Ten (10) years warranty for SIMPO HV Pro modules and PDU.
b) Five (5) years warranty for Cabinet or Rack and internal accessories.
c) 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.
d) 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.

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.

The battery is guaranteed within the warranty period or until the minimum throughput is reached, whichever comes first.

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

e) The performance warranty only covers the Battery Cells.
f) Minimum Throughput Energy means the total Input energy of the product recorded in the Battery Management System (BMS) of the Product.
g) ZYC Energy Co., Ltd. warrants that the Product will
   i. Retain 70% of its Usable Energy for 10 years from the Warranty Start Date. Or
   ii. Reach Minimum Throughput Energy.
h) Whichever comes first when the Product is installed and operated according to the manufacturer's installation and operation manual, specification and / or instructions.
i) The Usable Energy and Minimum Throughput Energy for each Product Model are set out in the table below:

Product Model	Usable Energy	Energy Throughput
SIMPO HV Pro Module 8.1	8064 Wh	24 MWh

Test conditions of Usable Energy:

Charge and discharge the battery at 25±2°C@ 0.25C for three cycles, and the highest value among these 3 cycles should be taken as the standard.

1.4. Warranty Conditions

The warranties in respect of the Product only apply if the Product:

a) is purchased from ZYC or an Authorized Reseller in the Territory.
b) is installed, operated and maintained in accordance with the manufacturer's installation and operation manual, specification and / or instructions.
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 limitations, exclusions and limitations set out below.

2. Exclusions and Limitations

2.1. Disclaimer

To the extent permitted by law, the warranties in this Limited Warranty are the only express warranty given for the Product.

The Product's seller and any other person are not permitted to issue warranties on behalf of ZYC other than those included in this document, nor may they extend the warranty durations beyond the periods outlined above.

2.2. Limitation of Liability

Except as provided in this 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.

2.3. Warranty Limitations

The Limited Warranty does not apply to any defect or deterioration resulting from:

a) The Product not being installed, maintained or operated by the manufacturer's installation and Operating Manual, specification, parameter setting guide and / or instructions.
b) Exposure of the Product to movement or shaking following installation, or charging temperature greater than 55°C or less than -10°C, or the discharging temperature greater than 55°C or less than -20°C.
c) Buyer failing to notify ZYC or a ZYC Authorized Partner (**"ZYC Partner"**) of the defect or deterioration within 14 days of Buyer becoming aware of the defect or deterioration.
d) The Product not being installed within one (1) month from purchase date.
e) Operation of the Product does not follow the recommended parameter settings in the Inverter Setting guide, Installation manual or Operating manual.
f) Modification or repair of the Product without the approval of ZYC or ZYC Partner.
g) A force majeure event (e.g. natural catastrophes, such as flooding, fires, earthquakes, lightning or other abnormal environmental conditions, war, etc.).

h) Noticeable damage to the Product that occurred during transportation.
i) Changes to national or regional laws, regulations or directives.
j) The Product remains not working for any period of six (6) months or longer.
k) Any defect or deterioration directly caused by the battery remaining unrecharged for more than 48 hours after full discharge, as recorded in the battery management system log.

2.4. Warranty Exclusions

The Limited Warranty does not apply:

a) If the Product was not purchased in Europe region.
b) If Buyer does not provide ZYC or ZYC Partner, the photos of installation or other necessary data of the Product upon request after reporting the warranty claim.
c) To wear and tear in the appearance of the Product (including but not limited to any scratches, stains, mechanical wear, rust or mould) that does not impair its function or performance.
d) 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 is sold to Buyer was not such as to enable the defect to be discovered.
e) To damage caused by inverter or charger.
f) If the invoice for the Product and the information listed in clause 4 below is not provided with the warranty claim; or
g) 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 exclusions and limitations set out above, if the Product fails to comply with the Limited Warranty in clauses 1.2 or 1.3, 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 in 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 the Product or any of its parts has been discontinued, withdrawn from the market, or are 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 remedies specified herein are the only and exclusive responsibilities of ZYC toward the Original Buyer under this Limited Warranty, and ZYC will not be liable for any other obligations if the Product fails to meet the terms of this Limited Warranty.

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

S.N.	Item	Remarks
1	Product model*	
2	Serial number of the product*	
3	Invoice or purchase receipt*	Should clearly showing the purchase date or delivery date
4	A full description of the fault of the product*	
5	Firmware version of the product	
6	Inverter	
7	Serial number of inverter	
8	Product location address	
9	Contact details	

* - Mandatory to provide.

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

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 repair 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 ZYC or ZYC Partner shall not be responsible or liable in any way to 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 labor, 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 (in its discretion) provide certain after-sales service to Buyer, but all the costs and expenses, such as parts, labor costs and travel expenses, shall be borne by 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. General provisions

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

6.2 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 to be severed to the extent that it is void or to the extent of voidability, invalidity or unenforceability, but the remainder of that

provision will remain in full force and effect.

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

7. Applicable Countries

This Warranty is applicable only in the European countries listed below, and ZYC is not responsible for any claims against this Warranty made in and/or based on the event occurred in any country other than those listed below.

Applicable countries (Arranged in alphabetical order):

Australia, Albania, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Moldova, Monaco, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Serbia, Slovenia, Slovakia, Spain, Sweden, Switzerland. UK and Ukraine.

--End--

Copyright © ©ZYC Energy Co., Ltd. | www.zyc.energy | service@zyc.energy