

# **BSLBATT ESS (Energy Storage System) Limited**

## **Warranty Letter**

Version No: V1.1

The C&I ESS as supplied and distributed by Huizhou BSL NEW ENERGY Technology Co., Ltd., ("**BSLBATT**" or "**BSL**") a China company, are warranted (the "**Limited Warranty**") by BSLBATT against manufacturing defects in materials and workmanship. BSLBATT provides the warranties in this document ("**Limited Warranty**") to the person who purchases the Product for their use and puts the Product into operation for the first time ("**Original Buyer**"). Specifically, "**C&I ESS**" or "**Goods**" or "**Product**" in this Limited Warranty shall mean 100 kWh ~ 2000 kWh hybrid or off grid C&I energy storage systems.

## **1 – LIMITED WARRANTY COVERAGE**

Subject to the exclusions and limitations set out below, the BSLBATT C&I ESS come with a Manufacturer's warranty which includes:

### **1.1. Warranty Start Date**

Generally, the Warranty Start Date is the first day after 60 days from the leaving the factory Date of the Product (Refer to the Appendix of this Limited Warranty to find out the Production Date). But if the Original Buyer can provide the written documents (such as receiving note) to prove the time when the Product is delivered to the installation site where the Product is installed and operated for the first time ("Delivery Date"), the Original Buyer can choose the first day after thirty (30) days from the above Delivery Date as Warranty Start Date.

### **1.2. Limited Product Warranty**

Beginning on the Warranty Start Date and during the respective warranty period stipulated below, BSLBATT warrants that the Goods are free from material defects in design, materials and workmanship that impair the performance of the C&I ESS.

Equipment Parts	Warranty Period of Limited Product Warranty
Relays	Two (2) years
AC contactors	
Lightning protectors	
Tributary fuses	
Resistors	
BMS	
Battery cover	
Micro circuit breaker	
High voltage control box	

### 1.3. Limited Battery Performance Warranty

BSLBATT offers a 10-year warranty on its battery' performance; for **6,000 cycles, @80% DOD 0.5C**; or for **4000 cycles, @90% DOD 0.5C**; whichever comes first. All installations of BSLBATT Products worldwide on marine vessels or mobile vehicle applications are covered by the 5 Year Limited Performance Warranty Period.

***If you would like an additional extended warranty, please contact the official BSLBATT team to request pricing and an extended warranty.***

### 1.4. Warranty Coverage

a) This Limited Warranty applies only to the original end-user purchaser of the BSLBATT Product and is transferable only if the BSLBATT Product remains installed in the Original Use Location.

b) BSLBATT does not warrant, or guarantee workmanship performed by any person or firm installing the BSLBATT Product.

c) This Limited Warranty does not cover the cost of installation, removal, shipping, or re-installation.

d) This Limited Warranty does not cover faults in design or installer error such as but is not

limited to, reverse polarity or misuse of system-wide equipment, or inaccurate programming of all ancillary equipment in your system.

e) This Limited Warranty applies only to a BSLBATT Product purchased from BSLBATT or an authorized BSLBATT distributor, dealer, or reseller, and properly installed by a licensed professional.

f) The liability of BSLBATT under this Limited Warranty shall be limited to the repair or replacement of the BSLBATT Product, at BSLBATT's sole discretion. BSLBATT will not be responsible for any other types of losses or costs of any type pertaining to the use of its products. If the BSLBATT Product is found to be defective as a result of any manufacturing defect in materials and workmanship during the Limited Warranty Period, BSLBATT will, at its sole discretion either:

- a. BSLBATT shall, at its discretion, offer the repairing service by means of remote diagnosis and commissioning or a house-call on appointment. In BSLBATT's sole discretion, BSLBATT shall offer repairing service by itself or through a third party appointed by BSLBATT, and the Customer shall provide necessary cooperation for repairing service by BSLBATT or BSLBATT's appointed third party.
- b. Replace defective parts with replacement parts that are of the same type and physical form as the original parts and/or are electrically compatible with the original parts.

If the battery and PCS Product are replaced within the warranty period, the defective BSLBATT Product becomes the property of BSLBATT and must be returned to BSLBATT without any third-party claim of ownership. Any repaired BSLBATT Product or its replacement is warranted for a period of twelve (12) months from the date of shipment from BSLBATT, or for the remainder of the Limited Warranty Period, whichever is longer.

## **2 – EXCLUSIONS AND LIMITATIONS**

**Excluded from warranty are damages due to:**

- Breaking the product seal (opening the casing) without proper approval
- Transport damage
- Incorrect installation or commissioning

- Failure to observe the user manual, the installation guide, and the maintenance regulations
- Unauthorized Modifications, changes, or attempted repairs
- Incorrect use or inappropriate operation
- Insufficient ventilation of the device
- Failure to observe the applicable safety regulations
- Force majeure (e.g., natural catastrophes, such as flooding, fires, earthquakes, lightning or other abnormal environmental conditions, war, etc.)
- The Product not being operated for any period of 6 months or more.
- Modification or repair of the Product without the approval of BSLBATT or BSLBATT Partner;
- Original Buyer failing to notify BSLBATT or a BSLBATT Authorized Service Partner (“BSLBATT Partner”) of the defect or deterioration within 30 days of the Original Buyer becoming aware of the defect or deterioration;
- Operation in a Non-Intended Use or a Use Which Exceeds the Recommended or Permitted Limits or Loads of the BSLBATT Product.

### **3 – OUT OF WARRANTY**

In the event that the Products are out of warranty, BSLBATT may (at its sole discretion) provide certain after-sales services to the original Buyer, but all costs and expenses (such as parts, labor costs and travel expenses) shall be borne by the original Buyer at a price mutually agreed upon in writing between the Buyer and the Seller. To request such after-sales service, the original purchaser must provide sufficient information about any defects to allow BSLBATT partners to determine whether or not these defects can be repaired.

### **4 – LIABILITY FOR GOODS AND AECURITY OF GOODS**

Any Customer shall immediately notify BSLBATT without unreasonable delay of any actual or potential problems with the security of the Goods within or outside the Warranty Period. When the risk of causing any damage is high, Customer shall notify the foregoing security risk within three (3) calendar days. The Customer shall bear all actual damages and liabilities resulting from the failure to give timely notice.

### **5 – REGISTRATION FOR LIMITED WARRANTY**

To activate this Limited Warranty, the Limited Warranty Registration Form Appendix must be

completed and forwarded to BSLBATT pursuant to the instructions set forth in the Limited Warranty Registration Form. The Limited Warranty registration form must be authorized and affirmed by BSLBATT to be effective. BSLBATT will send confirmation of affirmation within 5 days of receipt of the Limited Warranty Registration form. This Limited Warranty applies only to the BSLBATT Product that is:

- (i) registered on the Limited Warranty Registration Form attached to this Limited Warranty and
- (ii) installed in the Original Use location which shall be described by inserting the address of the Original Use Location in the space "Address of Installation" provided in the Limited Warranty Registration Form and name of installer/ distributor or supplier.

Limited Warranty Registration Form: <https://www.bsl-battery.com/support.html>

## **6 – LAW AND FORUM**

Any dispute related to or arising out of this Limited Warranty, including without limitation any question regarding its existence, validity, breach, or termination, shall be referred to and finally resolved pursuant to the governing law clauses and dispute resolution procedures under the purchase agreement between the original Customer and BSLBATT. As a condition to any obligation of BSLBATT here under, BSLBATT may require any Customer seeking to enforce this Limited Warranty to execute such additional agreements as may reasonably be required to enforce the terms of this Clause 12

## **7 – MERGER CLAUSE**

This Limited Warranty sets forth the entire agreement and understanding of BSLBATT and the Customer relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter here of.

## **8 – MISCELLANEOUS**

The terms of this Limited Warranty are conditioned upon their incorporation in a contractual agreement between BSLBATT and Customer, and when incorporated to such contractual agreement, this Limited Warranty shall be subject to the terms thereof and subject to

modification when incorporated there in. BSLBATT reserves the right to modify or update this Limited Warranty at any time, with or without notice.