Pylon Technologies Co., Ltd.

Consumer Warranty – Optim US-L260-OMNI ESS Solution

1. Consumer Laws

If you acquire the Product from Pylontech directly or purchase the Product through Pylontech Authorized Reseller and the Consumer Law applies, the Product comes with guarantees that cannot be excluded under the Consumer Law.

The benefits provided by this Warranty are in addition to all other rights and remedies in respect of the Product which You have under the Consumer Law or any other law that cannot be excluded.

2. Product Warranty

The Product consists of:

1. Powercube-M7A-200: integrated with system controller and battery modules N*HM7A200L (1≤N≤5) and designed for only series connection according to Pylontech Spec. and Product Manual.
2. Power Conversion System.
3. Cabinet and internal accessories: including Cabinet enclosure, painting/racking/electrical wiring.
4. Liquid Cooling system within Cabinet.
5. Fire system within Cabinet.

Pylontech warrants that the Product will be free of defects caused by improper workmanship or defective materials.

The warranty period of different items are:

1. Ten (10) years warranty for Powercube-M7A-200
2. Three (3) years warranty for Power Conversion System.
3. Five (5) years warranty for Cabinet and internal accessories.
4. Two (2) years warranty for Liquid Cooling system within Cabinet.
5. Two (2) year warranty for Fire system within Cabinet.

from the earlier of:

1. the date of installation of the Product; or
2. Twelve (12) months after the date the Product was manufactured

This warranty does not include any tool kit items provided with the Product.

This warranty only covers the repair or replacement of a defective Product. Pylontech will repair or replace the Product if the Product is defective, and a valid warranty claim was made during the Warranty Period. The repaired or replaced product will continue the original remaining warranty period. In either case it shall not justify as a renewal of the warranty period.

3. Product Suitability

The Product is designed to meet the CE safety standards. Pylontech respects local safety standards and regulations. Due to the varying local safety standards and regulations linked with the different installation location, Pylontech cannot guarantee that the Product meets all applicable requirements on each installation location. Customer holds the responsibility to check and verify the national and local codes and regulations to assure the purchasing, transportation, installation and operation of the Product is compliant with all requirements before purchasing of the Product.

4. Warranty Conditions

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

1. is purchased from Pylontech or an Authorized Reseller;
2. has the official Pylontech serial number or the private label serial number generated by Pylontech;
3. is installed in the Territory.
4. is installed, operated and maintained in accordance with the Product Manual;
5. is operated with continuous C-rate no more than 0.5C.

5. Claim

Claims should be made to Pylontech or an Authorized Reseller from whom the Product was purchased.

You must, within 48 hours of a defect being discovered, notify Pylontech or an Authorized Reseller of a claim by:

1. if You registered the Product, completing the claim form on the Pylontech website; or
2. if You did not register the Product, completing the warranty card provided with the Product at the time of purchase and either emailing a copy to Pylontech at the below email address, or delivery or emailing the warranty card to the Authorized Reseller from whom the Product was purchased.

In order to claim under this Warranty, You must:

1. present the certificate of warranty declaration in its original form;
2. submit the invoice for the procurement of the Product indicating the date of delivery; and
3. provide the Pylontech system log data recorded by the Product as an indication of whether or not the Minimum Capacity has been achieved (but this would not be determative).

To make a claim to Pylontech directly, please contact:

Address: No.300 Miaoqiao Rd. Pudong, Shanghai, China;
Post Code: 201203
Telephone : +86 2151317693 / +86 2151317697
Fax: +86 21-51317698
Email: service@pylontech.com.cn

Pylontech may contact You for further information regarding a defect. Pylontech may require You to complete root analysis testing of the Product to provide evidence supporting the claim. Final verification of the claim will be made by Pylontech.

If You dispute Pylontech's verification of the claim, the Product must be evaluated by the government certified testing lab or a certified 3rd party testing company. You will bear the cost of any 3rd party evaluation service charge (unless your claim is proven to be valid, in which case Pylontech will be responsible for the testing costs).

If any testing of the Product's capacity is required, the testing must occur in the following conditions

a) The test is based on single HM7A200L battery module.
b) The ambient temperature of the Product must be 25℃±2℃
c) The initial temperature of the battery pods must be 25℃±1℃
d) Constant voltage (3.6V*cell amount*) constant current (0.2C-rate) charge till all the cell voltage above 3.55Vdc or till charge current less than 1Amps.
e) Constant voltage (2.9V*cell amount*) constant current (0.2C-rate) discharge till battery low voltage protection cut-off.

If the Product is no longer available, Pylontech may, at its discretion, replace the Product with a refurbished product or different product or parts with equivalent functions and performance according to the latest technical information available.

Pylontech will cover the outbound and inbound transportation costs of replaced Product by standard land and sea transportation. The costs in respect of any other mode of transportation requested by the consumer will be borne by the consumer. Travel and subsistence expenses as well as on-site replacement, modification and maintenance costs will not be covered by Pylontech.

6. Exclusions of Warranty

To the extent permitted by law, Pylontech excludes all liability for the Product to the extent that any damage or defect has been caused or contributed to by the following:

1. EMS and other external device failure;
2. The Product being installed with EMS which have not been certified by Pylontech;
3. Product has not been operated properly according to the Product Manual;
4. You treat the Product improperly, negligently or in any other inappropriate way, including using the Product outside the recommended ambient temperature condition in accordance with the Product Manual;
5. Transportation, including but not limited by dropping, trampling, deforming, impacting, or spearing with a sharp item;
6. Storage, installation, commissioning, modification or repair of the Product that has been performed by a person other than Pylontech, Pylontech's certified installer, or an Authorized Reseller's approved installers;

7. Abuse, misuse, negligence, accidents or force majeure events, including but not limited to lightning, flood, fire, extreme cold weather, or other events outside the reasonable control of Pylontech;
8. Any attempt to extend or reduce the life of the product without written confirmation from Pylontech, whether by physical means, programming or others;
9. Removal and reinstallation at another place from the original installation without the written confirmation from Pylontech;
10. Water, conductive dust or corrosive gas;
11. The Product has been connected with incorrect type of system controller or battery module;
12. Normal wear and tear or deterioration, or superficial defects, dents or marks that impact the performance of the Product; and
13. Theft or vandalism of the Product or any of its components.

7. General provisions

This warranty is subject to the law of Territory.

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 t 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 t 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.

8. Definitions

In this document:

a) **Authorized Reseller** means an approved Pylontech retailer or distributor in the Territory.
b) **Consumer Law** means Territory Consumer law.
c) **Minimum Capacity** means:
At least 75% of the Nominal Energy at the end of the Warranty Period when operating at below 0.5C-rate with linear degradation throughout the term;
d) **Nominal Energy** means the initially rated capacity of the Product as printed on the label of the Product.
e) **Product** means Optim US-L260-OMNI ESS System supplied by Pylontech
f) **Product Manual** means the instructions, manuals and other documents issued by Pylontech with the Product that set out how the Product should be installed and operated at the time product was purchased.
g) **Pylontech** means Pylon Technologies Co., Ltd of No.300 Miaoqiao Rd. Pudong, Shanghai, China.
h) **Territory** means domestic country where Pylontech or an Authorized Reseller delivers the Product to You.
i) **You** means a natural person that acquired the Product or an official representative of the current owner of the Product. Notification of any change in ownership must be made to Pylontech within 30 days after the transfer.

Geoffrey Song
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Pylon Technologies Co., Ltd.

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