

FENECON Commercial 50 Gen. 3 — Warranty Terms

Warranty conditions for the FENECON Commercial 50 Gen. 3

Status: 09/2025

The following conditions of this voluntary manufacturer's warranty apply to all systems of the models

- FENECON Commercial 50 Gen. 3

which were put into operation from September 2025.

Guarantor

The guarantor is the company registered in the Commercial Register of the Local Court of Iggenbach under the number HRB 4518.

FENECON GmbH

Gewerbepark 6
94547 Iggenbach
GERMANY

Guarantee holder

The Guarantee holder is the end customer who has not purchased the system for the purpose of resale, but for his own use. Dealers, regardless of type and trading level, cannot derive any claims from this Guarantee.

System means the combination of the individual components of the electrical energy storage system, in particular consisting of batteries, power electronics, energy management system and software.

The end customer becomes a Guarantee holder by sending in the commissioning report. The Guarantee holder may only transfer the Guarantee, including the resulting guarantee claims, to third parties with the prior written consent of FENECON. However, the Guarantee holder is entitled to commission a third party (e. g. his installer) to assert his warranty claims.

Warranty scope

The Guarantee applies exclusively to new appliances at the place of first installation and consists of three parts:

1. from the **product warranty** for the system. The warranty period of the product warranty is ten years (120 months).
2. from the **capacity guarantee** for the individual battery modules of the system. The capacity

guarantee period is twelve years (= 144 months).

3. from the **time value replacement guarantee** for the individual battery modules of the system as an alternative to the capacity guarantee. The warranty period for the time value replacement guarantee is ten years (= 120 months).

The warranty period begins with the first commissioning (= initial start-up) of the system, but no later than twelve weeks after its delivery by or collection from FENECON.

The Guarantee is valid in Germany, Austria and Switzerland. The Guarantee may be extended to other countries with the prior written consent of FENECON.

If battery modules are subsequently extended, the scope of the warranty for the extension modules, in particular the warranty period, is determined by the warranty conditions applicable at the time the extension modules are commissioned.

Warranty content

Product guarantee

The product guarantee applies if the system is no longer functional. Defects that have no direct effect on the operation of the system, such as cosmetic defects or defects in the surface finish, are not covered by the product guarantee. The same applies to defects that are due to natural wear and tear, i.e. normal wear and tear and ageing.

Capacity deviations are to be assessed solely in accordance with the capacity or time value replacement guarantee.

Capacity guarantee

The capacity guarantee applies if the capacity of a battery module falls below 70 % of the amount of energy shown as usable capacity before reaching 6,000 full cycles on the battery output side (DC). The amount of energy falls below 70 % of the usable capacity if a 2.8 kWh battery module has a capacity of less than 1.9 kWh.

A full cycle corresponds to the energy of the usable capacity of the battery module. Partial cycles are counted accordingly. It should be noted that the usable capacity does not correspond to the capacity that can be fed into the internal and external grid. This is due to upstream processes for control and conversion, which lead to losses.

The battery management system (BMS) is not covered by the capacity guarantee.

Whether a warranty claim exists must be determined by measuring the actual capacity. The capacity measurement must be carried out under the following conditions:

Warranty conditions

- Ambient temperature: 25 °C ± 1 °C.
- Initial battery temperature of the BMS at the start of the capacity measurement: 25 °C ± 1 °C.
- Charging: constant at 0.2 C until charging is stopped by the BMS.
- Discharge: constant at 0.2 C until the discharge is stopped by the BMS.
- Battery modules must be correctly balanced.

Time value replacement guarantee

The time value replacement guarantee applies if the end customer has taken advantage of a subsidy that requires a time value replacement guarantee and if the capacity of a battery module falls below 80 % of the usable capacity before reaching 3,650 full cycles.

The BMS is not covered by the time value replacement guarantee.

Whether a warranty case exists must be determined by measuring the actual capacity. The capacity measurement must be carried out under the conditions specified in section [Capacity guarantee](#).

Warranty conditions

Professional installation and instruction

The system must be installed and commissioned by a qualified third party. The end customer must be instructed in the correct handling, any regular inspection and maintenance and the operating modes of the system.

Commissioning report

Unless it is created automatically via the commissioning wizard, the commissioning report must be signed by the end customer and the installer and sent by post, by email to service@fenecon.de or via the commissioning wizard to FENECON within 30 days of the system being installed. It must be received there no later than 30 days after installation of the system. Otherwise, services will only be provided at the cost rates valid at the time of the warranty claim, which will be communicated to the end customer before the service is provided.

Notification of claims

Warranty claims must be reported to FENECON in text form (e. g. by e-mail) within the warranty period. The notification must be made within a preclusive period of 8 weeks after the end customer has become aware of the warranty case or could have become aware of it without gross negligence.

FENECON must be provided with the following data in particular:

- the model,
- the serial numbers of the individual components of the system, if these are not shown in the commissioning report,
- the FEMS number,
- the currently installed software versions,
- type and extent of the impairment/fault or capacity deviation, and when it first occurred and, if applicable, its effects on the system, including any error and alarm messages displayed in Online Monitoring.

The following documents in particular must be enclosed with the notification:

- The invoice,
- A copy of the commissioning report,
- A confirmation that none of the grounds for exclusion from warranty listed in the relevant paragraph apply. At the request of FENECON, the end customer must provide corresponding evidence, e. g. maintenance logs.
- If the *product guarantee* is claimed, proof must also be enclosed stating that the system is no longer functional.
- If the capacity and time value replacement guarantee is claimed, the protocol in accordance with the capacity measurement carried out in section [Capacity guarantee](#) must also be enclosed.
- If the *time value replacement guarantee* is used, proof of the use of a subsidy for the system that requires a time value replacement guarantee must also be enclosed.

Warranty exclusion

There is no warranty claim for systems that:

- a. have not been stored, transported, set up or installed properly and professionally, not in accordance with standards, not in accordance with the specifications of the respective current assembly, operating and/or operating instructions or not in accordance with the recognized rules of technology,
- b. have been removed from the site of initial commissioning or moved to another site, reinstalled or reassembled there without FENECON having given its prior written consent to such action,
- c. have been resold, recycled or otherwise reused without FENECON having given its prior written consent to such action,
- d. were not operated in accordance with the statutory safety regulations applicable at the site,
- e. were not operated in accordance with their intended use or the specifications of the respective current assembly, operating and/or operating instructions,

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- f. were operated with a defective protective device,
- g. were operated predominantly or permanently in off-grid mode, i.e. without connection to the electricity grid or a grid system,
- h. were operated with components not authorized by FENECON,
- i. were operated without the security-relevant updates provided and recommended by FENECON,
- j. have not been inspected and maintained or have not been inspected and maintained properly, in particular not in accordance with the maintenance instructions in the respective current assembly, operating and/or operating instructions,
- k. have been modified by the end customer or third parties without authorization or have been subjected to other improper interventions,
- l. have been repaired by a third party not authorized by FENECON,
- m. have received a firmware update that was not obtained and installed via FENECON but via external sources,
- n. have not been operated for a period of more than six months from delivery by or collection from FENECON,
- o. have been out of service continuously for a period of more than six months after initial commissioning — out of service means the absence of loading and unloading operations,
- p. have not been properly decommissioned, so that the battery modules have been discharged, in particular by consumer loads that are still active (such as inverters and BMS),
- q. were connected to a power supply where an overvoltage has occurred,
- r. force majeure, in particular storm, frost, fire, explosion, lightning, earthquake, landslide, flood or other harmful environmental conditions or war.

The exclusion of warranty already applies if one of the aforementioned circumstances was a contributory cause of the impairment, damage or destruction that occurred. (Contributory) causation is presumed. The end customer is at liberty to provide evidence of the lack of causation.

Benefits under this Guarantee are also excluded if:

- a. one of the type labels on the system or one of the serial numbers on it has been removed, damaged or altered,
- b. the warranty claim was caused or contributed to by the end customer, its employees, agents, legal representatives, vicarious agents or third parties. (Contributory) causation shall be presumed. The end customer is at liberty to provide evidence of the lack of causation.

Warranty services

In the event of a warranty claim, FENECON shall, at its own discretion

- change system settings,
- provide other software and, if necessary, an interface for installation,
- repair the system or its components,
- provide a replacement system that is equivalent in terms of condition (new/used) and function,
- provide a replacement component that is equivalent in terms of condition (new/used) and function,
- supply or extend the battery capacity.
- As part of the **product guarantee**, FENECON can also take back the system and replace its current value. The current value of the system is calculated on the basis of the net price at which FENECON offered the corresponding system for sale at the time of purchase by the end customer, plus statutory VAT, unless the end customer is entitled to deduct input tax. It shall be reduced annually (pro rata temporis, if applicable) by 20 % of the respective remaining residual value (degressive) from the beginning of the warranty period in accordance with section ([Warranty scope](#)). From the sixth year onwards, the current value is reduced annually (pro rata temporis, if applicable) by 6.6 % on a linear basis; the basis of assessment is the net price at which FENECON offered the corresponding system for sale at the time of purchase by the end customer, plus legally owed sales tax, unless the end customer is entitled to deduct input tax.
- As part of the **capacity guarantee**, FENECON can also reimburse the difference between the guaranteed capacity and the actual capacity. The reimbursement amount for a kilowatt hour is calculated on the basis of the net price at which FENECON offers the corresponding or a comparable battery module for sale at the time of the warranty claim, in the absence of such an offer on the basis of the usual market net price for a corresponding or a comparable battery module, plus statutory VAT, unless the end customer is entitled to deduct input tax. The reimbursement amount depends on the age of the battery module at the time of the warranty claim and is reduced annually (pro rata temporis, if applicable) by 20 % of the remaining residual value (degressive) from the start of the warranty period in accordance with section ([Warranty scope](#)). From the tenth year onwards, it shall be reduced annually (if applicable, pro rata temporis) by 5.5 % on a linear basis; the basis of assessment in this respect is the net price at which FENECON offers the corresponding or a comparable battery module for sale at the time of the warranty claim, in the absence of such an offer the usual market net price for a corresponding or a comparable battery module, plus legally owed value added tax, unless the end customer is entitled to deduct input tax.
- As part of the **time value replacement guarantee**, FENECON can also replace the current value of the affected battery module(s). The current value of a battery module is calculated on the basis of the net price at which FENECON offered the corresponding battery module for sale at the time of purchase of the system by the end customer, plus statutory VAT, unless the end customer is entitled to deduct input tax. It shall be reduced annually (pro rata temporis, if applicable) by 10 % on a linear basis from the start of the warranty period in accordance with section ([Warranty scope](#)).

Further claims

The choice of where the warranty service is provided is at the discretion of FENECON. The place of performance may be any business premises maintained by FENECON at the time of the warranty claim as well as the place where the system is operated.

FENECON is entitled to use qualified third parties for the provision of services.

If a warranty service fails, FENECON is entitled to provide a warranty service again at its own discretion, unless this is unreasonable for the end customer.

The provision of warranty services does not extend the warranty period. The replacement system or the replacement component(s) shall take over the remaining warranty period of the replaced system or the replaced component(s).

The repair or replacement of the system or its components includes the shipping/transportation costs for the replaced and replaced component(s), unless the end customer uses a shipping/transportation company other than the one named by FENECON. Not included are any import, transit or export taxes and duties, e. g. customs duties, as well as the costs of any installation and conversion measures required in connection with the repair or replacement of the system or its components, including the costs of travel to and from the place where the system is operated. Installation and conversion work must be carried out by a qualified third party. At the request of the end customer, FENECON can offer such services at the cost rates valid at the time the warranty claim occurs. If an on-site service call is commissioned, the end customer must ensure that FENECON and any third parties commissioned by FENECON to provide the service have barrier-free access to the system. If necessary, separate aids must be provided that comply with the applicable health and safety regulations.

Ownership of the replaced system or component(s) shall pass to FENECON upon delivery of the replacement system or component(s).

Further claims

All claims beyond the warranty services in section ([Warranty services](#)), in particular for rescission of the contract, reduction of the purchase price and compensation for damages and expenses, are excluded. FENECON accepts no liability for any financial losses of any kind incurred by the end customer in connection with the warranty claim and its examination. This includes in particular, but is not limited to, lost profits, unrealized savings, loss of use and production, financing, (de-)installation, modification, transport, travel and departure costs as well as damage caused by the system to other legal assets.

The statutory product liability and Guarantee claims remain unaffected by the Guarantee and can be asserted by the end customer free of charge, regardless of whether a Guarantee case exists or the Guarantee is invoked. The special requirements for the assertion of guarantee claims do not apply to the assertion of warranty claims. This applies even if the end customer has purchased the system directly from FENECON.

Assumption of costs for unjustified warranty claims

If FENECON or a third party commissioned by FENECON determines during the inspection of the system that there is no warranty case or a reason for exclusion of warranty in accordance with section ([Warranty exclusion](#)), FENECON is entitled to demand compensation from the end customer for the expenses incurred in the course of the inspection, provided that the end customer has not determined, as a result of gross negligence, that there is no warranty case or reason for exclusion of warranty in accordance with section ([Warranty exclusion](#)). The working time spent and the costs of travel to and from the site shall be charged according to the cost rates applicable at the time the warranty case occurs, which shall be notified to the end customer before the service is provided.

Applicable law

The guarantee declaration is subject to the law of the Federal Republic of Germany. The application of the conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

The place of performance and jurisdiction for disputes arising from or in connection with this guarantee declaration is the registered office of FENECON.

Should individual provisions of this guarantee declaration be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. This also applies in the event of loopholes.

Contact us

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