

Warranty Conditions for FENECON Industrial S and M Systems

Status: 09/2025

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

- **FENECON Industrial S**
- **FENECON Industrial M**

systems commissioned from September 2025 onwards.

1. Warrantor

The warrantor is FENECON, a company registered in the commercial register of the Deggendorf Local Court under number HRB 4518 under the following address:

FENECON GmbH
Gewerbepark 6
94547 Iggenbach

2. Warrantee

The warrantee is the end customer who has purchased the system exclusively for their own operation and not for the purpose of reselling. Distributors of any kind or trade level cannot derive claims from these Warranty Conditions.

Within the scope of these conditions, system means the combination of individual components of the energy storage system, in particular consisting of batteries, power electronics, energy management system, and software.

The end customer becomes a warrantee by submitting the commissioning report. Warranties and claims resulting thereof can only be transferred to third parties with prior written consent from FENECON. However, the warrantee has the right to commission a third party (e. g. the installer) with the assertion of their claims.

3. Warranty scope

The warranty applies exclusively to new devices at the initial installation site and consists of two parts:

- 1) the **product warranty** for the system. The warranty period is ten years (= 120 months).
- 2) the **capacity guarantee** for the system's individual battery packs. The capacity guarantee is ten years (= 120 months)

The warranty period begins with the first commissioning (= putting the system into operation for the first time) or, at the latest, twelve weeks after delivery by / pick up at FENECON.

The warranty applies to Germany, Austria, and Switzerland. The warranty can be extended to other countries with prior written consent by FENECON.

4. Contents of this warranty

4.1. Product warranty

The product warranty takes effect in case the system is no longer functional. Defects that do not directly affect the operation of the system, such as cosmetic defects and defects in surface finish, are not covered by the product warranty. The same applies to defects that are attributable to natural wear and tear, i. e., normal wear and aging.

Capacity deviations shall be assessed solely in accordance with the capacity guarantee.

4.2. Capacity guarantee

The capacity guarantee applies if, before reaching 6,000 full cycles on the battery output side (DC), both the capacity of a single battery pack and the overall system fall below 70 % of the usable capacity.

A full cycle corresponds to the energy of the usable capacity of the battery pack. Partial cycles are calculated accordingly. It should be noted that the usable capacity does not correspond to the capacity that can be fed into the internal or external grid. This is due to upstream control and conversion processes that result in losses.

70 % of the usable capacity is not reached if a 41 kWh battery pack has a capacity of less than 28.7 kWh and, at the same time, the total system, whose capacity depends on the number of battery packs installed, has a capacity that is less than the value resulting from multiplying the number of installed battery packs by 28.7 kWh.

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

Whether a claim exists must be determined by measuring the actual capacity. The capacity measurement must be carried out under the following 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: Constantly, at 0.2 C, until the process is stopped by the BMS.
- Discharging: Constantly, at 0.2 C, until the process is stopped by the BMS.
- Battery packs need to be balanced correctly.

5. Warranty requirements

5.1. Professional installation and instructions

The system must have been installed and commissioned by a qualified third installer. The end customer is responsible to learn about the correct handling, possible, regular inspection and maintenance, as well as the system's operating modes.

5.2. Commissioning report

Unless it is created automatically by the commissioning wizard, the commissioning report must be signed by the end customer and the installer and sent to FENECON by post, by e-mail to

aftersales.industrial@fenecon.de, or via the commissioning wizard within 30 days of the system being installed. It must be received by FENECON no later than 30 days after installation of the system. Otherwise, services will be provided exclusively at rates valid at the time of the claim, which will be communicated to the end customer before the service is provided.

5.3. Notification of damages

Claims must be reported to FENECON in writing (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 claim or could have become aware of it without gross negligence.

Especially the following documents need to be submitted:

- Name of the model,
- the serial numbers of individual system components, in case they are not indicated in the commissioning report,
- the FEMS number,
- the software versions currently installed,
- type and extent of faults/damages or capacity deviation and when they occurred for the first time as well as their impact on the system, if possible, including the error and alarm messages indicated in the Online Monitoring, if shown.

Especially the following documents need to be submitted:

- Invoice,
- a copy of the commissioning report,
- a confirmation that none of the warranty exclusion reasons listed under Section 6. is in effect. At FENECON's request, the end customer is responsible for providing the corresponding documents, e. g. maintenance reports.
- When claiming under the product warranty, proof must also be provided that the system is no longer functional.
- When claiming under the **capacity guarantee, the report of the capacity measurement carried out in accordance with section 4.2 must also be enclosed.**

6. Warranty exclusion

Claims cannot be made for systems that:

- a. have not been stored, transported, set up, or installed properly and professionally, in accordance with standards, in accordance with the specifications of the respective current assembly, operating, and/or operating instructions, or in accordance with recognized technical rules,
- b. have been removed from the location of initial commissioning or transported to another location, reinstalled or reassembled there without FENECON's prior written consent,
- c. have been resold, recycled or otherwise reused without FENECON's prior written consent,
- d. has not been operated in accordance with the legal safety regulations applicable at the location,
- e. has not been operated in accordance with its intended use or the specifications of the respective current assembly, operating, and/or operating instructions,
- f. has been operated with a defective protective device,

- g. were operated with components not authorized by FENECON,
- h. were operated without the safety-related updates provided and recommended by FENECON,
- i. were not monitored, inspected, and maintained, or were not monitored, inspected, and maintained properly, in particular in accordance with the maintenance instructions in the respective current installation, operating, and/or user manual,
- j. were modified without authorization by the end customer or third parties or were subjected to other improper interventions,
- k. were repaired by a third party not authorized by FENECON,
- l. were not operated for a period of more than six months from delivery by or collection from FENECON,
- m. have been continuously out of operation for a period of more than six months after initial commissioning – out of operation means the absence of charging and discharging processes,
- n. were decommissioned incorrectly, so that the battery packs, especially by consumers that remain active (such as inverters and BMS), have been discharged,
- o. were connected to a power grid on which an overvoltage occurred,
- p. were exposed to force majeure, in particular storm, frost, fire, explosion, lightning strike, earthquake, landslide, flood, or other harmful environmental conditions, as well as war.

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

Services under this warranty are also excluded if:

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

7. Warranty services

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

- adjust system settings,
 - provide different software and, if required, a different installation interface,
 - repair the system or its components,
 - provide a replacement system equivalent in function and state (new/used),
 - provide a replacement component equivalent in function and state (new/used),
 - replace or extend the battery capacity.
- Within the scope of the **product warranty**, FENECON may also take back the system and replace its current market value. The current market value of the system is calculated based on the net price at which FENECON offered the corresponding system for sale at the time of purchase by the end customer, plus any statutory sales tax owed, unless the end customer is entitled to deduct input tax. It decreases annually (pro rata temporis, if applicable) by 20 % of the respective residual value (degressive) from the beginning of the warranty period in accordance with Section 3. From the sixth year onwards, the current value is reduced annually (pro rata, if applicable) by 6.6 % on a straight-line 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 statutory sales tax, unless the end customer is entitled to deduct input tax.

- Within the scope of the **capacity guarantee**, FENECON may additionally reimburse the difference between the guaranteed and actual capacity. The reimbursement amount for one kilowatt hour is calculated based on the net price at which FENECON offers the corresponding or a comparable battery pack for sale at the time of the claim. In the absence of such an offer, it is calculated based on the standard market net price for a corresponding or comparable battery pack plus the statutory sales tax, provided that the end customer is not entitled to deduct input tax. The reimbursement amount depends on the age of the battery pack at the time of the claim and is reduced annually (pro rata, if applicable) by 20 % of the remaining residual value (degressive) from the beginning of the warranty period in accordance with Section 3. From the sixth year onwards, it decreases linearly by 6.6 % annually (pro rata temporis, if applicable); The basis for assessment is the net price at which FENECON offers the corresponding or a comparable battery pack for sale at the time of the claim, or, in the absence of such an offer, the market net price for a corresponding or comparable battery pack, plus any statutory value-added tax, unless the end customer is entitled to deduct input tax.

FENECON shall decide where the warranty service is to be provided. The place of performance may be any of FENECON's operating sites at the time of the claim or the location where the system is operated.

FENECON is entitled to use qualified third parties to provide the service.

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 replacement component(s) shall assume the remaining warranty period of the replaced system or component(s).

The repair or replacement of the system or its components includes the shipping/transport costs for the replaced and exchanged components, unless the end customer uses a shipping/transport company other than the one designated by FENECON. Not included are any taxes and duties incurred during import, transit, or export, such as customs duties, as well as the costs for any repairs or replacements incurred in connection with the repair or replacement. Not included are any taxes and duties incurred during import, transit, or export, such as customs duties, as well as the costs of any installation and conversion measures necessary in connection with the repair or replacement of the system or its components, including the costs of travel to and from the location where the system is operated. Installation and conversion measures must be carried out by a qualified third party. At the request of the end customer, FENECON can offer such services at rates valid at the time of the claim. If an on-site service call is requested, 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 that comply with the applicable occupational safety regulations must be provided.

Upon delivery of the replacement system or replacement component(s), ownership of the replaced system or component(s) shall pass to FENECON.

8. Further claims

Any claims beyond the warranty services specified in Section 7, in particular claims 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 claim and its examination. This includes, but is not limited to, lost profits, unrealized savings, loss of use and production, financing, (dis)assembly, conversion, transport, arrival and departure costs, as well as damage caused by the system to other legal interests.

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

9. Costs incurred for unjustified claims

If FENECON or a third party commissioned by FENECON determines during the inspection of the system that there is no claim or a reason for warranty exclusion in accordance with Section 6, FENECON is entitled to demand reimbursement from the end customer for the expenses incurred in connection with the inspection, unless the end customer failed to determine that there was no claim due to gross negligence or a reason for exclusion of warranty in accordance with Section 6. The working time spent and the costs of travel to and from the site shall be calculated according to rates valid at the time of the occurrence of the claim, which shall be communicated to the end customer prior to the provision of services.

10. Applicable law

The warranty statement is subject to the legislation of the Federal Republic of Germany. The application of conflict of laws provisions 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 warranty statement is the registered office of FENECON.

Should individual provisions of this warranty statement 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.