

SUNLIGHT

POWER IS KNOWLEDGE

SUNLIGHT GROUP ENERGY STORAGE SYSTEMS

LIMITED WARRANTY TERMS AND CONDITIONS

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PzS PzB

VENTED LEAD ACID (VLA) –
PzS & PzB TRACTION
BATTERIES

Applicable for batteries used
in traction cycling applications

Sunlight guarantees to the original Purchaser (referred to as "User") that all Sunlight VLA - PzS and PzB batteries delivered in wet condition will be free of defects in material and/or workmanship for the following limited warranty period:

- Twenty-four (24) months for average battery operating temperature less than 30°C and for 300 cycles per year

The above limited warranty term is valid as from the date of shipment as determined from the bill of lading, when the Batteries are stored, installed, operated (in traction cycling application only), service and maintained according to the Installation, Operation & Maintenance Instructions provided exclusively by Sunlight.

In the event of an alleged defect, the User must report it in writing within fifteen (15) days to Sunlight.

The User may be instructed to either:

1. return the claimed Batteries to Sunlight for examination, at User's expense. The return of claimed Batteries requires prior written confirmation from Sunlight
2. hold the Batteries at the installation site and permit their inspection by Sunlight representative.

In case Sunlight determines a Battery to be defective, it may, at its sole option, request the User to repair the defective Battery, and compensate the User solely for the material cost (including the cost of shipment of the materials to User's premises).

A VLA Battery (type PzS & PzB) may be considered defective:

- ▶ if there are flaws in material or workmanship which have an effect on product safety, life or performance

or if it fails to deliver:

- ▶ initially, 85% of its C₅ rated capacity, after proper installation and commissioning charge, as determined by a capacity test approved by Sunlight
- ▶ 80% of its C₅ rated capacity, until the end of warranty period, as determined by a capacity test approved by Sunlight

Rated capacity refers to the published performance ratings in Sunlight technical literature at the time of shipment.

The replacement Battery or the Battery that has been repaired shall only be warranted for the remaining unused portion of the warranty of the original Battery.

The User is responsible and obliged to return any defective Battery to Sunlight Upon return of any defective Battery by User, User releases to Sunlight all title and interest with respect to the returned Battery.

The cost and responsibility for removal of the defective Battery and its shipment to Sunlight premises, the freight & installation charges of the replacement Battery and all other costs related to the replacement process will be the responsibility of the User.

TERMS AND CONDITIONS

1. Each battery must be properly sized regarding weight and capacity for the duty cycle it is to perform. The battery must be matched to the proper size charger and proper control to recharge the battery. Minimum charging times and loads according to the ZVEI leaflet: "Charging assignments for traction batteries" shall be respected. In case the battery charger is not provided or approved by Sunlight, the User is responsible for his selection.
2. Use in cold storage house requires special warranty terms.
3. This warranty is void if the Battery becomes unserviceable due to fire, wreckage, freezing, neglect, evidence of high temperatures, any act of God, or if the Battery is subject to misuse or physical damage, or if the Battery has been serviced, or repaired by someone other than an authorized Sunlight service provider.
4. The maintenance report or the Battery Monitoring System report must be available on request for inspection by Sunlight at any reasonable time.
5. If electrolyte for the Battery is supplied by another supplier, warranty will be terminated immediately, unless the User is in receipt of written approval by Sunlight in advance.
6. This warranty is void if the Sunlight cells are connected with cells of different models or different brands.
7. User must immediately discontinue the use of the Battery after discovery of a safety defect and report it to Sunlight in writing. Otherwise, this warranty is void.
8. Damages related to transportation will be handled according to each time agreed Incoterm.
9. In case any of the above is not strictly observed, the warranty shall be cancelled immediately.
10. This warranty is valid for and construed only towards the original Purchaser, who may further transfer its terms and conditions to any end-user, provided that all communications and possible claims will be handled only between Sunlight and the original Purchaser. For the avoidance of any doubt, it is further clarified that Sunlight's warranty liability is valid against only the original Purchaser.

LIMITATIONS

Sunlight shall not be liable for any special, indirect, incidental or consequential damages arising out of the sale or relating to the use, maintenance, transportation or installation of the Battery.

The User assumes responsibility for personal injury and property damage resulting from the handling, possession or use of the Battery.

In no event, shall the liability of Sunlight for any and all claims, including claims of breach of warranty or negligence, exceed the purchase price of the Battery. The assertion of a warranty claim in no case extends the warranty period.

This warranty is understood to be the exclusive agreement between the parties relating to the subject matter here for. No representing agent unless noted so by Sunlight in writing is authorized to any warranty in addition to those made in this agreement.

This warranty is governed by and construed under the laws of Greece.