



GUARANTEE CONDITIONS OF LEDVANCE FOR LEDVANCE ENERGY STORAGE SYSTEM

AS OF 1 FEBRUARY 2024

Subject to the provisions of these Guarantee Conditions LEDVANCE GmbH, Parkring 1-5, 85748 Garching near Munich, Germany (hereinafter "LEDVANCE") grants voluntary limited guarantees for LEDVANCE labeled energy storage systems as specified below per TABLE 1A and TABLE 1B including individual battery modules ("LEDVANCE Battery Module(s)"), battery management systems ("LEDVANCE Battery Management Systems"), cables and connectors (if any), hereinafter collectively referred to as "LEDVANCE Energy Storage System" or "the Product".

A. VOLUNTARINESS, RESERVATION OF STATUTORY CLAIMS

These Guarantee Conditions are an independent, voluntary and gratuitous offering of LEDVANCE which do not limit any statutory warranty rights or contractual claims or rights of the Guarantee Holder ("Guarantee Holder" as defined in sec. D below).

B. GUARANTEE PERIOD, GUARANTEE PRODUCTS, GUARANTEE TERRITORY

TABLE 1A
Limited Product Guarantee for LEDVANCE Energy Storage Systems

Subject to the provisions of these Guarantee Conditions, LEDVANCE guarantees to the Guarantee Holder that for the Guarantee Period as stated herein LEDVANCE Energy Storage System(s) will be free from defects in material and workmanship that have an effect on the Product's functionality.

GUARANTEE PERIOD	LEDVANCE ENERGY STORAGE SYSTEMS
10 years*	LEDVANCE High voltage Energy Storage Systems
10 years*	LEDVANCE Low voltage Energy Storage Systems

* The Guarantee Period of a Product commences on the date of initial installation of the Product, but no later than six (6) months after the Product's production date. The production date is part of the Product's serial number.

In the event a Product (or a part thereof) fails to comply with the above stated Limited Product Guarantee, Guarantee Holder (sec. D) may assert a claim in accordance with sec. E below.

TABLE 1B
Limited Performance Guarantee for LEDVANCE Battery Modules

Subject to the provisions of these Guarantee Conditions, LEDVANCE guarantees that LEDVANCE Battery Module(s) contained in a LEDVANCE Energy Storage System, either:

- LEDVANCE High voltage Energy Storage Systems, or
- LEDVANCE Low voltage Energy Storage Systems

will retain at least 70% percent of their usable energy per full charging cycle

- for 10 years*
OR
- for a minimum energy throughput as stated in the respective LEDVANCE Product Technical Data Sheet,

whichever occurs first.

* The Guarantee Period of a Battery Module of a Product commences on the date of initial installation of the individual Battery Module, but no later than six (6) months after the Battery Module's production date. The production date is part of the Battery Module's serial number.

"Usable Energy" herein means the initial rated capacity of the Battery Modules contained in a LEDVANCE Energy Storage System as stated in the respective LEDVANCE Technical Data Sheet under "Usable Battery Capacity".

If the LEDVANCE Energy Storage System is connected to LEDVANCE RENEWABLES App ("App") the value of the throughput energy of a LEDVANCE Energy Storage System reached is displayed in the App.

If the LEDVANCE Energy Storage System is not connected to the App, either the Guarantee Holder connects the LEDVANCE Energy Storage System to the App or the Battery Management System Module must be sent to CQM EU LAB (see "Claim Process" sec. E. 3 below) to be read out.

The values for the minimum energy throughput may vary depending on the ambient temperature at the installation site. The operation and life of the Battery Module contained in a LEDVANCE Energy Storage System depends on the operating temperature.

In the event Battery Modules contained in a LEDVANCE Energy Storage System fail to comply with the above stated Limited Performance Guarantee due to defects of the raw materials or the manufacturing process Guarantee Holder may assert a claim in accordance with sec. E below and must provide LEDVANCE with any claim relevant Product performance data.



TABLE 2
Entry into force; Guarantee Territory

ENTRY INTO FORCE OF THESE GUARANTEE CONDITIONS:	1 FEBRUARY, 2024
GUARANTEE TERRITORY:	COUNTRIES WITHIN THE EUROPEAN ECONOMIC AREA (EEA) AS WELL AS THE FOLLOWING COUNTRIES: ALBANIA, BOSNIA AND HERZEGOVINA, KOSOVO, MOLDOVA, MONTENEGRO, NORTH MACEDONIA, SERBIA, SWITZERLAND, TURKEY, UKRAINE, AND UNITED KINGDOM.

C. GUARANTEE COVERED PRODUCTS

LEDVANCE’s Guarantees as stated above shall apply exclusively to Products set forth in TABLE 1A and TABLE 1B above (and parts thereof) purchased and put into operation within one (1) month after delivery of the Product to the Guarantee Holder within the Guarantee territory as per TABLE 2 ("**Guarantee Territory**")

Furthermore, Products (and parts thereof) must have been purchased directly from LEDVANCE or from an authorized LEDVANCE reseller or distributor, or from a professional installation company as new equipment and must have been installed, commissioned and put into operation by a professional installer in accordance with LEDVANCE’s applicable installation and operating instructions and must have been operated within permissible specifications according to the applicable Product data sheet(s) at all times.

D. GUARANTEE HOLDER

Guarantee Holder is the person or entity who has verifiably purchased the Product pursuant to sec. C above and is operating it for the first time in accordance with its intended use (hereinafter the "**initial Guarantee Holder**"). Distributors and other resellers who do not operate the Product (of parts thereof) for their own purposes are not entitled to these Guarantees. The Guarantees may be transferred by an initial Guarantee Holder to another person or entity (hereinafter the "**subsequent Guarantee Holder**") together with the covered Product and maintained, provided that (1) the covered Product is (or parts thereof) are not removed from the place of first use and (2) no modifications are made to the covered Product (or parts thereof). The Guarantee Period as per TABLE 1A or TABLE 1B above applicable to the transferred Product shall neither be suspended, interrupted or renewed by such transfer and no new guarantee agreement is entered into with the subsequent Guarantee Holder, who merely takes over the Guarantee from the initial Guarantee Holder to the extent that it existed in relation to the initial Guarantee Holder at the time of transfer.

E. COVERED DEFECTS, CLAIM PROCESS

COVERED DEFECTS

A defect covered by these Guarantees exists, if

- a. the Product (or parts thereof) covered by these Guarantees (sec. C above) does not comply with the LEDVANCE Guarantee stated in Table 1A or Table 1B
- b. such a defect affects the operation of the covered Product,
- c. the defect occurs during normal use of the covered Product, and
- d. the Guarantee Holder's claim is not excluded based on sec. G. below ("Guarantee Limitations and Exclusions").

Defects that do not affect the proper functioning of the Product (e.g. scratches, stains, rust, discoloration, natural mechanical wearing, mildew, occasional error messages or non-functioning of LEDVANCE RENEWABLES Apps) are not covered by these Guarantees.

CLAIM PROCESS

1. The processing of a Guarantee claim, and the granting of the Guarantee benefit in accordance with the provisions of these Guarantee Conditions will be carried out by LEDVANCE for Guarantee claims in Germany.
2. For Guarantee claims in the Guarantee Territory outside of Germany the locally responsible LEDVANCE group company ("**LEDVANCE Company**") will handle the claim.
3. To make a claim under a Guarantee as described in TABLE 1A ("Limited Product Guarantee") or in TABLE 1B ("Limited Performance Guarantee for LEDVANCE Batterie Module(s)"), the Guarantee Holder must contact (i) LEDVANCE or, (ii) in case of a Guarantee claim outside of Germany, the relevant LEDVANCE Company within two (2) weeks upon occurrence of the defect during the Guarantee Period (TABLE 1A / TABLE 1B), by email.

Therefore, Guarantee Holder must fill in the complaint form included in these Guarantee Conditions (see download option below). The complaint form (PDF) must be sent to the local LEDVANCE email address published in the footer of the respective complaint form.

Only if requested by LEDVANCE, Guarantee Product(s) shall be returned to:

LEDVANCE SASU
CQM
5 rue d'Altorf
67120 Molsheim France

or alternatively to the address communicated to Guarantee Holder by LEDVANCE.



PRODUCTS SHOULD ONLY BE SENT TO LEDVANCE WITH UPFRONT NOTICE, AS OFTEN A REMOTE SYSTEM ANALYSIS CAN IDENTIFY OR SOLVE A CERTAIN ISSUE.

4. The claim must contain the following mandatory information and documentation:

- The claimant (Guarantee Holder): company name (if any), first name, surname, address, phone number, email
- Reason for the claim incl. a detailed description of the defect
- Supporting materials, including photos and data
- Product details, in particular, without limitation: Product name, Product number (EAN) / Product identity code (IC), Product serial number, purchased quantity, claimed quantity
- Installation location / site of the Product(s)
- Installation information
- Copy or a scan of the invoice for the Product(s) issued to the initial Guarantee Holder, or copy or scan of the delivery note for the Product(s) issued to the initial Guarantee Holder
- Other supplementary information, such as Product's performance data, required by LEDVANCE upon request

5. If Guarantee Holder fails to notify LEDVANCE and/or to provide the relevant information in the above list of items according to the above requirements, LEDVANCE has the right to refuse to process the relevant claim(s) until Guarantee Holder has provided the relevant information referred to in sec. E.4 above.

6. After LEDVANCE receives the Guarantee Holder's claim and complete information material, LEDVANCE will review and evaluate the relevant claim request.

7. At LEDVANCE's request to return a Product (or parts thereof), Guarantee Holder shall:

- i. return the Product in question (or parts thereof) to LEDVANCE in accordance with the return material authorization (hereinafter "RMA") issued by LEDVANCE,
- ii. not cause any damage to the Product (or parts thereof) during the disassembly,
- iii. adhere to LEDVANCE Returned Goods Packaging and Shipping Guidelines, provided by LEDVANCE, and
- iv. arrange for the safe transport of the Product (or parts thereof) at Guarantee Holder's own expense.

8. Upon LEDVANCE's acceptance of the delivery of a returned Product (or parts thereof), title to such Product (or parts thereof) is transferred to LEDVANCE. If any Product(s) are returned other than in compliance with the above return process, or if LEDVANCE cannot verify the reported defect, then LEDVANCE may at its discretion return such Product(s) (or parts thereof) to the Guarantee Holder at the Guarantee Holder's expense, including Guarantee Holder's risk for any damage or the loss of the relevant Product(s) or parts thereof.

9. LEDVANCE reserves the right to verify the cause of the Product(s) failure or power loss itself and/or have it determined by an independent third-party testing laboratory



of LEDVANCE's choice. LEDVANCE will pay for the costs associated with the third-party testing unless the results demonstrate no actual Product failure or power loss as provided herein, in which case LEDVANCE reserves the right to charge Guarantee Holder for such costs.

10. A Guarantee claim regarding a Product (or parts thereof) can only be asserted by the Guarantee Holder.
11. Guarantee Holder may only make one claim regarding the same Product (or part thereof) due to any Product quality issue based on these Guarantee(s) and may not make repeated claims based on the same quality issue for the same Product (or part thereof).

F. REMEDIES

1. In case of a covered defect pursuant to sec. E above, LEDVANCE will choose one of the following exclusive Guarantee service options at its sole discretion and as its sole obligation:

LIMITED PRODUCT GUARANTEE

If LEDVANCE confirms that a Product and the Product's defect are covered by these Guarantee Conditions and Guarantee Holder has duly asserted the claim in accordance with sec. E above ("Claim Process") within the applicable Guarantee Period, then LEDVANCE will as its sole obligation and Guarantee Holder's exclusive remedy for a Product's failure to comply with the Limited Product Guarantee, either:

- i. repair any affected Product(s) (or parts thereof) and return them to the Guarantee Holder (shipment costs at Guarantee Holder's expense);
 - ii. provide new or refurbished replacement Product(s) (or parts thereof) to Guarantee Holder free of charge (shipment costs at Guarantee Holder's expense),
- or
- iii. issue a credit note in the amount of an appropriate residual market value of the Product(s) (or parts thereof) to Guarantee Holder's account if the Guarantee Holder is a direct LEDVANCE customer. A LEDVANCE direct customer is a customer who has purchased the Product directly from LEDVANCE or a LEDVANCE Company with a registered office in the Guarantee Territory (and not from a dealer or other third party).

<p>Residual market value of the Product in applicable currency = (Guarantee Period in years - operation duration in years) * (Product price new / Guarantee Period in years).</p>

<p>The residual market value of the Product cannot be negative. This formula also applies to parts of a Product.</p>



ENERGY PERFORMANCE GUARANTEE

If LEDVANCE confirms that one or more LEDVANCE Battery Module(s) contained in the Energy Storage System are covered by these Guarantee Conditions and have failed to comply with the Energy Performance Guarantee described in TABLE 1B above due to defects in the raw materials or the manufacturing process of LEDVANCE Battery Module(s), and Guarantee Holder has duly asserted the claim in accordance with sec. E above ("Claim Process") within the applicable Guarantee Period, then LEDVANCE will as its sole obligation and Guarantee Holder's exclusive remedy for LEDVANCE Battery Module's failure to comply with the Energy Performance Guarantee, either:

- i. provide new or refurbished replacement Battery Module(s) to Guarantee Holder free of charge (shipment costs at Guarantee Holder's expense),

or

- ii. issue a credit note in the amount of an appropriate residual market value of the Battery Module(s) to Guarantee Holder's account if the Guarantee Holder is a direct LEDVANCE customer. A LEDVANCE Direct Customer is a customer who has purchased the Battery Modules(s) directly from LEDVANCE or a LEDVANCE Company with a registered office in the Guarantee Territory (and not from a dealer or other third party).

Residual market value of a defective Battery Module in applicable currency =
Battery Module price new * (Guaranteed Minimum Throughput Energy – Total discharge energy of the Battery Module recorded in the LEDVANCE RENEWABLE APP or in the Battery Management System) / Guaranteed Minimum Throughput Energy.

The residual market value of the Battery Module cannot be negative.

2. The granting of one of the above Guarantee benefits does not extend or renew the original Guarantee Period. For example, the Guarantee Period of replaced Products (or parts thereof) shall be the remaining Guarantee Period of the original Product(s) or parts thereof. Any replaced Products (or parts thereof) shall become the property of LEDVANCE made for their disposal.
3. If the defective Product (or parts thereof) is no longer produced, cannot be supplied or has been withdrawn from the market, LEDVANCE has the right to provide functionally equivalent products as replacement for the defective Product(s) which are at least similar in specifications, features, function and compatibility to the defective Product(s) (or parts thereof) or alternatively by issuing a credit note.
4. The reseller of a Product and any other third party has no right to represent LEDVANCE to make any guarantee other than the content contained in this Guarantee document, and no right to extend the Guarantee Period or Guarantee Territory beyond the limits stated above in TABLE 1A and TABLE 1B.
5. If LEDVANCE decides that the defective Product (or parts thereof) is/are to be repaired or to be replaced and expressly requests the Guarantee Holder to return the defective Product (or parts thereof) in the original or equivalent packaging, the



Guarantee Holder shall ensure proper dismantling and safe transport to the return address notified by LEDVANCE (see sec. E.7 above).

6. If the faulty Product (or parts thereof) is/are not received by LEDVANCE within thirty (30) days after delivery of the replacement Product (or parts thereof), the Guarantee Holder will be charged for the replacement Product (or parts thereof) at the current price for a new Product (or for parts thereof). In addition to transport and shipping costs (to and from Guarantee Holder), labor costs will be charged by LEDVANCE if Product(s) (or parts thereof) returned are found to be not faulty following a Guarantee claim.
7. If defective Products (or parts thereof) at LEDVANCE's request have not been returned to LEDVANCE in time any replacement Product (or parts) sent by LEDVANCE will be excluded from the remaining Product Guarantee Period.

G. GUARANTEE LIMITATIONS AND EXCLUSIONS

The Guarantees stated in TABLE 1A and TABLE 1B and remedies stated in sec. F above are subject to the following limitations and exclusions:

1. LEDVANCE must be notified of all claims in accordance with sec. E above.
2. Any claim made beyond the relevant Guarantee Period or regarding a Product purchased and/or operated outside of the Guarantee Territory (TABLE 2) is invalid.
3. These Limited Guarantees do not cover any costs of labor or other costs related to de-installing or re-installing a Guarantee Product (or parts thereof), or costs related to de-installing, re-installing or troubleshooting any other elements of Guarantee Holder's electrical systems.
4. These Limited Guarantees do not cover any transport or shipping charges, customs clearance charges, any Product (or parts thereof) return charges, shipping charges for replacement of Product(s) (or parts thereof), installation-, removal- or reassembly-costs associated with Product(s) (or parts thereof), or third-party testing or appraisal costs except as outlined in sec. E.9;
5. Furthermore, these Guarantee Conditions do not cover any remedies beyond the scope of remedies stated in sec. F above, in particular no consequential damages, such as property loss or any personal damage caused by Product(s) or their installation, use, performance or non -performance, loss of or damage to data caused by the Product(s) or parts thereof.
6. LEDVANCE shall not be responsible or liable in any way to Guarantee Holder for any non-performance or delay in LEDVANCE's performance of its obligations under these Guarantees due to occurrences of force majeure events such as natural disasters, war, riots, strikes, unavailability of suitable or sufficient labor, material, or capacity or any unforeseen event beyond LEDVANCE's control;
7. A Guarantee claim shall only be valid if the Product has, or parts thereof have, at all times been operated within permissible specifications according to the applicable Product Technical Data Sheet(s) and has/have been installed, put into operation and utilized in accordance with LEDVANCE's applicable installation and operating instructions.
8. LEDVANCE shall not be responsible for, and Guarantee claims shall be especially, without limitation, excluded in the following cases:



- a. LEDVANCE has not yet received payment in full of the accounts receivable related to the specific order under which the affected Product(s) were sold to Guarantee Holder, if Guarantee Holder is a LEDVANCE Direct Customer;
- b. The Guarantee Holder did not notify the defect or degradation to LEDVANCE within two (2) weeks after occurrence of the defect or degradation;
- c. The Product (or parts thereof) was/were not installed within one (1) month after delivery of the Product to the Guarantee Holder;
- d. The Product (or parts thereof) has/have not been operated by Guarantee Holder for a period of six (6) consecutive months or more.
- e. Guarantee Holder is unable to provide mandatory information/proof required to assert a Guarantee claim (sec. E.4);
- f. The Guarantee Holder does not grant LEDVANCE access to the Product's performance data after asserting a Guarantee claim;
- g. Manipulation of Product's performance data;
- h. The affected Product (or parts thereof) is/are not significantly damaged or defective and such defects do not perceptibly impair the Product's performance (e.g. scratches, stains, rust, discoloration, mildew, or occasional error messages or non-functioning of LEDVANCE RENEWABLES Apps); or other changes in appearance due to normal wear and tear of the Product (or parts thereof);
- i. Exposure of the Product (or parts thereof) to movement or shaking following installation, or temperatures beyond the ambient temperature range stated in the Product Technical Data Sheets;
- j. The affected Product (of parts thereof) were improperly transported, handled, stored, installed or used by the Guarantee Holder or a third party; for example, Guarantee Holder installed the Product(s) (or parts thereof) in extremely hot, cold (refers to the temperature beyond the operating temperature range of the Product(s) (or parts thereof) as specified in the applicable Technical Data Sheets), corrosive or other extreme and unsuitable environmental conditions; or the application environment changes rapidly, resulting in corrosion, oxidation, Product damage or abnormal function due to the influence of chemical products.
- k. Non-compliance with LEDVANCE's installation or operating instructions or other maintenance manual or documentation during installation, commissioning, start-up, or operation of the Product (or parts thereof);
- l. Improper, unprofessional, negligent, willfully deficient, or non-standard installation or commissioning, start-up, or maintenance of the Product (or parts thereof);
- m. Failure to comply with safety regulations for proper use of the Product (or parts thereof);
- n. Violations of applicable laws or regulations, including but not limited to, violations of electrical or building codes or regulations.
- o. Inadequate ventilation of the Product (or parts thereof);
- p. Deficient or negligent site conditions where the Product is installed;
- q. Conducting or commissioning repairs or alterations, unless such repairs or alterations of the Product (or parts thereof) have been approved by LEDVANCE in advance in writing;
- r. Guarantee Holder or a third party has modified, repaired or operated the Product (or parts thereof) in combination with products or software of the Guarantee Holder or a third party without LEDVANCE's prior express written approval;



- s. Operation of the Product (or parts thereof) with an inverter that is not a LEDVANCE certified inverter. Certified LEDVANCE inverters are specified in LEDVANCE Compatible Inverter List available at:
<https://pv.ledvance.com/en/products/info-center/technical-documentation>
- t. The Products are directly or indirectly affected by circumstances that are not attributable to normal operating conditions, such as (without limitations) power failure, power surge; power fluctuations; natural catastrophes, such as flooding, fire, mudslide, earthquakes, lightning, adverse weather conditions, or other abnormal environmental conditions, war, vandalism, etc.);
- u. The serial number on the Product (or parts thereof) can no longer be recognized or has been modified.

H. MISCELLANEOUS

1. If a part, provision or clause of these Guarantee Conditions is held invalid, void or unenforceable under applicable law, this shall not affect all other parts, provisions, clauses or applications of these Guarantee Conditions, and to this end such other parts, provisions, clauses or applications shall be treated as severable.
2. These Guarantee Conditions shall exclusively be governed by the law of the Federal Republic of Germany under exclusion of the UN sales law (CISG).
3. To the extent the Guarantee Holder is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for any and all disputes arising from or in connection with these Guarantee Conditions shall be Munich, Germany. Mandatory statutory provisions regarding exclusive places of jurisdiction shall remain unaffected.
4. LEDVANCE reserves the right to change or amend these Guarantee Conditions at any time in its sole discretion with effect for the future. In this case, any pending Guarantee claims based on this present version of the Guarantee Conditions shall remain unaffected and the respective Guarantee beneficiary shall continue to be entitled to assert such Guarantee claims within the respective Guarantee Period in accordance with the provisions of this present version of the Guarantee Conditions.

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