



High Performance Battery Systems



AKASOL Warranty Declaration

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AKASOL Warranty Declaration neoBASIX

Battery storage system neoBASIX is primarily an energy storage unit with a battery exchange controller, batteries and energy management. This particular battery storage system is a compact lithium-ion storage solution for private households. It is subjected to thorough tests and stringent quality assurance measures. Hence, AKASOL AG extends a warranty to its customers (hereinafter called “Buyers”), which is based on the following terms and conditions:

1. Buyer is an entrepreneur, legal entity under public law or a public-law-based special entity pursuant to § 310 Section 1 Sentence 1 BGB (German Civil Code).
2. The warranty pursuant to subsequent Article 3 notwithstanding, Buyer shall be granted a warranty of 10 years as of the start-up date according to the specialty retailer’s start-up log on the batteries included with the battery storage system, which shall be limited to a residual capacity of 80 %; or a warranty on an achieved energy throughput of 15.2 MW/h for each battery module, depending on which of these two events occurs first. The prerequisite for this warranty shall likewise be the start-up date set forth in Article 3 by the specialty retailer and the respective registration by the user.
3. The warranty limitations set forth under above Article 2 notwithstanding, the warranty period for the remaining components of battery storage system neoBASIX shall be 5 years Jahre, beginning on the date the product is started up by the respective specialty retailer according to the start-up log and the registration by the user on www.neo-energy.com, provided the registration occurs no later than three months after the start-up of the product.
4. The warranty shall comprise material or production errors. If a material or production error should be present that is verifiable, the Buyer shall be entitled to warranty claims based on the following provisions.
5. If the claim is a legitimate warranty claim, AKASOL AG shall meet its warranty obligations at its own discretion by either repairing the product free or charge or by providing a replacement product or replacement component. In conjunction with the replacement, AKASOL AG shall alternatively have the right to make available a successor product. Any other claims raised by Buyer, in particular for damage compensation or rescission from the contract based on this warranty shall be excluded.
6. Other statutory and/or contractual rights of the Buyer vis-à-vis AKASOL AG shall not be restricted as a result of this warranty.
7. An entitlement to warranty coverage shall be in effect only if the claim is filed in writing during the warranty period and the product or a component of the product ,along with a copy of the delivery note and the respective invoice is submitted or sent in to AKASOL AG or to a customer service location authorized by the former. Buyer shall package the product or the component in such a way that it is not damaged during transportation. Moreover, Buyer shall send the package along with a copy of the invoice to the following address:

AKASOL AG
Theodor-Krumm-Strasse 18
88213 Ravensburg, Germany

AKASOL AG shall send the repaired product or a replacement product or component back to Buyer’s shipping address. If the claim is legitimate, the costs for shipping to and from the repair/replacement location shall be absorbed by AKASOL AG. Otherwise, if the fact that the claim was not legitimate was evident to Buyer, Buyer shall -absorb the shipping expenses.

8. In the event that Buyer is reselling the product to third parties within the warranty period, the warranties granted in accordance with Articles 2 and 3 may be assigned to such third parties by the Buyer, if and to the extent that they are still effective.

- 9.** Buyer shall not have any entitlements arising from this warranty in the following cases:
- As soon as the Buyer or an unauthorized third party has opened and damaged the product. Force majeure (lightning strike, flooding, fire, etc.).
 - Improper installation.
 - Product defects that were caused in particular as a result of non-compliance with operating and maintenance information in the user manual, as well as in cases of improper use, extraordinary environmental conditions and in the event of overloads.
 - Product defects that have to be attributed to the use of replacement parts or accessories that are not genuine AKASOL AG parts.
 - Product defects that have to be attributed to modifications or manipulations by retailers, workshops and third parties that are not authorized AKASOL AG service providers.
- 10.** The filing of claims arising from this warranty shall be contingent upon Buyer, prior to sending in the product or components, having contacted the local customer service in charge of Buyer's territory and having given the former the opportunity to conduct an error analysis within a period of 30 days.
- 11.** The warranty period shall not be renewed in the event that warranty services are provided.
- 12.** If Buyer files warranty claims and the inspection of the product reveals that a material or production error is not present or the warranty entitlement does not materialize for any of the grounds set forth in above Articles 9 and 10, AKASOL AG shall have the option to charge a lump sum service fee of EUR 500 net to cover the costs incurred, unless the Buyer proves that Buyer, due to the circumstances, was not in a position to recognize that a warranty coverage claim did not exist.
- 13.** The geographic scope of the warranty granted by AKASOL AG comprises the European Union and its 28 member states, as well as Norway and the Swiss Federation.
- 14.** The sole place of jurisdiction for any and all disputes arising from this warranty shall be the business domicile of AKASOL AG.
- 15.** This warranty shall be governed by the laws of the Federal Republic of Germany subject to the exclusion of the UN Convention on the International Sale of Goods (CISG).

AKASOL – A SUCCESS STORY.

MORE THAN 25 YEARS OF EXPERIENCE WITH HIGH
PERFORMANCE BATTERY SYSTEMS MADE IN GERMANY.

