

# WARRANTY CONDITIONS

## For the AlphaESS Commercial and Industrial Product Series

### Products

Subject to the terms and conditions detailed below, AlphaESS provides a voluntary product warranty (the **Warranty**) for the following products (the **Products**):

- **StaX-M29.9, StaX-M50 including inverter and HV Box**
- **M38314-S Battery Module**

### Scope of Warranty

- This Warranty only applies to newly purchased Products which have not been installed for any purposes before.
- This Warranty is non-transferable except: where the Products are installed in a building, this Warranty will then transfer to any subsequent purchaser of that building or of the Products so long as the Products remain installed.
- This Warranty only applies where the Products have been installed by a properly certified and licensed installer by Alpha ESS Europe GmbH. or its authorized distributor in Europe
- If the Products are installed outside Europe, this Warranty shall not apply; instead, the warranty terms applicable to the region of installation or as otherwise agreed under a separate agreement shall govern.

## 1. Warranty Period

### 1.1 Product Warranty

AlphaESS provides 10-year standard warranty for all major components listed below. The Warranty Period commences on the earlier of (i) the installation date at the Product Owner's property, or (ii) six (6) months after the date of production.

Product	Commencement Date	Standard Warranty Period
M29.9-INV-EX, M50-INV-EX		10 Years
HV Box		10 Years
Meter		5 Years
4G Module		5 Years
Optional Cables and Wiring Harnesses		10 Years
Base and top cover		10 Years

## 1.2 Battery Warranty

- AlphaESS warrants the Battery for a period of ten (10) years (120 months) from the earlier of :
  1. the installation date at the Product Owner's property, or
  2. six (6) months after the date of shipment from AlphaESS.
- This Performance Warranty applies only if the Battery is operated in accordance with the specifications and the User Manual provided by AlphaESS.
- This warranty will expire early if the throughput energy reaches 3.2 MWh per kWh, independent of cycle count and installation time
  - The precondition of the valid Battery Performance Warranty shall be that:
    - The battery shall not be operated above 0.5P in discharge, and 0.5P in charge.
    - The maximum depth of discharging (DOD) of the Battery Pack should not exceed 95% under grid-connected conditions and should not exceed 90% under off-grid conditions.

### Battery Capacity Measurement condition:

Ambient temperature: 25~28°C

instrumentation accuracy:  $\pm 0.5\%$ .

Charge / Discharge method:

1. Randomly pick up one of the packs from the rack. Send to the test lab for capacity test.
2. Lay aside the battery for at least 2 hours to ensure that the battery temperature is maintained at about 25-28 °C.
3. Charge the battery with constant power until any cell reaches the charge cut-off voltage.
4. Lay aside the battery for 10 minutes.
5. Discharge the battery with constant power until any cell reaches the discharge cut-off voltage.
6. Lay aside the battery for 10 minutes.
7. The calculation formula is: Battery Energy(kWh) = Discharge time × Constant power value
8. Repeat Steps 3 to 7 twice to take the average value of Battery Energy
9. Charge the battery with Constant power until 30% SOC for subsequent storage.

Test value list:

Product Type	End of discharge voltage (V)	Constant charge /dis-charge Power(kW)	End of charge voltage (V)
M38314-S	36	6.028 kW	43.2

Under the aforementioned precondition of the valid Battery Performance Warranty, AlphaESS warrants that each battery module retains at least 70% of its usable capacity, which is calculated from the date of installation.

## 2. Replace or Repair

- If a Product is found to be defective in materials or workmanship during the Warranty Period, AlphaESS may, at its sole discretion, repair or replace the defective Product or part thereof.
- Replacement will be carried out on a like-for-like basis where possible. Replacement Products may be new or refurbished, but will meet or exceed the original specifications.

If an identical model is unavailable due to technological changes, AlphaESS reserves the right to provide a functionally equivalent product of at least equal value and performance, which may differ in size, shape, or appearance.

- When Products are replaced, the remaining Warranty Period of the original Product will automatically transfer to the replacement unit.

## **2.1 Return of Defective Products**

- All defective Products or components replaced under this Warranty shall become the property of AlphaESS.
- The Product Owner must return the defective unit to AlphaESS (or its designated service partner) within ten (10) working days after receiving the replacement unit, using the packaging and labels provided by AlphaESS.
- If the defective unit is not returned within the specified period, or is returned in a condition inconsistent with the reported defect, AlphaESS reserves the right to charge the Product Owner up to the replacement value of the Product.

## **2.2 Costs Covered by AlphaESS**

For valid Warranty claims, AlphaESS will bear the following costs:

- Warranty processing and administration costs;
- Replacement parts and freight for delivery of replacement units to the original purchaser;
- Reasonable reimbursement of necessary expenses directly incurred in making a valid claim (subject to documentary evidence).

## **2.3 Costs Not Covered by this Warranty**

This Warranty does **not** cover:

- Costs of routine or scheduled maintenance of the Products;
- Costs incurred for site services, including travel, accommodation, labor, or lifting equipment for on-site work;

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- Costs associated with invalid claims (where the Product is later determined not to be defective or not covered under this Warranty);
  - Any damage to property, personal injury, indirect or consequential losses arising from misuse or breach of these Warranty Conditions, except where prohibited by applicable law.

### 3. Preconditions for Warranty

*Note: The return obligations for defective Products are defined under **Section 2 (Replacement or Repair)** and form part of the Warranty requirements.*

The validity of this Warranty is expressly subject to the following conditions. Failure to comply with these requirements may render the Warranty null and void:

#### 3.1 Product Warranty

- Products must be installed and commissioned by a properly trained and AlphaESS-certified installer or an authorized distributor.
- Proof of correct installation and commissioning (e.g., certificate of compliance, commissioning report) may be required.
- Any defect or failure resulting from improper installation, incorrect commissioning, or unauthorized handling is excluded from this Warranty.

#### 3.2 Product Identification

- Products must retain their original serial numbers, nameplates, and rating labels.
- Any Product with altered, removed, or unreadable identification will not be eligible for Warranty service.

#### 3.3 Battery Storage and Maintenance

- Batteries must be stored indoors, in a dry, clean, and non-corrosive environment, away from direct sunlight, fire hazards, and heat sources.
- Storage conditions:

1. Short-term ( $\leq 1$  month):  $-20^{\circ}\text{C}$  to  $+45^{\circ}\text{C}$ , 0 to 90% RH, non-condensing
  2. Long-term ( $\leq 12$  months):  $0^{\circ}\text{C}$  to  $+35^{\circ}\text{C}$ , 0 to 90% RH, non-condensing
- Batteries not in use must be fully charged/discharged at least once every six (6) months, and thereafter maintained at 30–50% SOC for continued storage.
  - Storage or handling inconsistent with the above requirements may result in performance degradation not covered under this Warranty.

### **3.4 Operating Conditions**

- During operation, ambient temperature must remain within  $-20^{\circ}\text{C}$  to  $+50^{\circ}\text{C}$ .
- Products must not be exposed to direct sunlight or operated in environments exceeding  $+50^{\circ}\text{C}$ .
- Installation sites must provide adequate ventilation in compliance with the User Manual and Installation Guide.
- Products that are disassembled, modified, or altered without AlphaESS's prior written consent are excluded from this Warranty.
- When installing batteries from different production batches, the difference between manufacturing/inventory periods must not exceed three (3) months. Otherwise, the system's performance may be adversely affected, and Warranty coverage may be limited.

### **3.5 Customer Responsibilities**

- A qualified installer must be available for replacement and re-commissioning of Products during Warranty service.
- The original purchaser shall act in good faith to minimize the return of non-faulty Products and cooperate with AlphaESS in remote troubleshooting (e.g., via telephone support or PC link) prior to any replacement authorization.
- To qualify for Warranty remedies, the Product Owner must follow the procedures set out in the Claims Process section.

## 4. General Exclusions

- This Warranty will not apply to a defect or fault to the extent to which one or more of these conditions arises:
  - The warranty period specified above has already expired;
  - due to wrong deliveries, incorrect or damaged packing;
  - due to storage, handling, installation (or removal and/or reinstallation) or commissioning of the Products otherwise than in accordance with manuals provided by AlphaESS, applicable safety regulations or without reasonable care including installation of the Products which are of an inappropriate size or type for the intended purpose;
  - due to operation, use or maintenance of the Products otherwise than in accordance with manuals provided by AlphaESS or without reasonable care (including failure to maintain/ clean the Products in accordance with recommendations in instruction/ operation manuals);
  - due to accidental damage, theft or vandalism, or use of the Products for a purpose or in environmental conditions for which the Products were not designed for or sold, or use of the Products outside the specified or normal operating ranges for such Products;
  - as a result of changes that occur in the condition or operational performance of the Products due to climate or other environmental influence, foreign material contamination (e.g. dirt, smoke, salt, chemicals and other impurities), water entry, exposure to excessive heat or solvents or because of use of the Products with insufficient ventilation (in particular the maximum temperatures according to the operating manual), exposure to strong vibrations, exposure to a strong magnetic field or damage as a result of Force Majeure (as defined below) event;
  - from normal wear and tear or when replacement or repair of parts would be part of normal maintenance or service of the Products or where the damage is only to surface coating, varnish or enamel;
  - as a result of repairs, alterations or modifications to the Products which have been performed by a third party not authorized by AlphaESS;
  - from the use of any spare parts not manufactured, sold or approved by AlphaESS in connection with the repair or replacement of the Products; or as a result of the interconnection of the Products with products of another manufacturer; or as a result of any other defective or malfunctioning parts in the system into which the Products has been installed;
  - where the nameplate or serial number of the Products is modified, altered or not readable;
  - other damages not affecting energy generation and which are of a visual nature (e.g. surface scratching);

- continued use of the Products after they are known, or would have been known with regular servicing, to be defective;
- any incidental or consequential damages, loss of profits, loss of data or any other indirect damages;
- any costs or expenses incurred by the Product Owner for the procurement of substitute equipment or services;
- any attempt to extend or reduce the life of the Products without written confirmation from AlphaESS, whether by physical means, programming or others;
- external influences including unusual physical or electrical stress (power failure surges, inrush current, lightning, flood, fire, accidental breakage, etc.);
- Product damage caused by an external force, force majeure (causes of natural disasters such as unforeseeable, unavoidable and insurmountable objective events, including but not limited to war, civil war, strike, riot, or other activities intervened by government, terrorism, war, riots, strikes, unavailability of suitable and sufficient labour or materials and other events which are out of control of AlphaESS, "Force Majeure") or other third parties;
- defects of Products arise due to renewal of the national or regional laws or regulations;
- Product failure is not reported to AlphaESS-Authorized Service Partner within ten working days of appearance;
- Use of an incompatible inverter, rectifier or PCS

## **5. Exclusions for Failure to Connect to the Internet**

- If the system remains offline, the product owner must report to AlphaESS within three months. If the system fails during the offline period, the product owner must report to AlphaESS within two (2) weeks.
- Product Owner should put in place and implement, where possible, processes to collect and save system and product data locally so that the data produced by the system during the period of Internet outage is retained, and promptly send such data to AlphaESS as soon as the Internet is reconnected; If the customer fails to save data, resulting in data loss or incompleteness, AlphaESS shall not be liable for warranty disputes arising from missing data.
- AlphaESS has no obligation to provide remote support for offline systems, including operations such as software updates.
- Performance issues occurring during system downtime shall not be considered product defects. AlphaESS shall not be liable for any indirect losses (such as loss of revenue, electricity cost differences, or additional operation and maintenance costs) resulting from the failure to promptly identify faults due to product offline status.

- Any defects found and reported during or in respect of a period when there was an Internet outage should be accompanied by sufficient evidence (including photographs where relevant) to enable sufficient investigation into the defect and, where possible, show that such issue was not caused by the Internet outage itself.
- Each time a warranty claim is made against the Products that have no Internet connection, the owner of the Products is obliged to organize a qualified person to conduct an on-site inspection and data collection under the instruction of AlphaESS.
- AlphaESS will monitor the performance of the Products and inform the owner of the Products via the Internet of any defects identified during the Warranty Period, provided that the Products are connected to the Internet. Otherwise, once become aware of a defect or potential defects in the Products during the Warranty Period, the Product owner, should inform AlphaESS within two (2) weeks.
- AlphaESS shall not be obligated to take any costs incurred during on-site support resulting from system without Internet connection, such as labor fees and travel expenses.
- “Offline” means no data transmission to the AlphaESS cloud. Server-side incidents on AlphaESS infrastructure do not constitute customer offline. Accepted evidence while offline: EMS/BMS logs or meter exports uploaded via the after-sales ticket system. The reporting windows apply except when the cause is a server-side incident

## **6. Non-Applicability of Warranty Claim**

In case a warranty claim is reported that shows not to be valid, the costs incurred by AlphaESS or AlphaESS-Authorized Service Partner due to this non-applicability of the warranty claim shall be covered by the Product Owner.

## **7. Out of Warranty**

As for the service for the Products out of Warranty, AlphaESS agrees to provide certain after-sales service to the Product Owner upon the written request addressed to AlphaESS-Authorized Service Partner, and all the costs and expenses which include but are not limited to the materials, parts or labour costs, shall be borne by Product Owner. In this case, the Product Owner shall provide a detailed description of defects so that AlphaESS or AlphaESS-Authorized Service Partner can detect whether such defects can be cured or not. For the avoidance of doubt, in no event will AlphaESS be liable for the service out of warranty, and this Section 7 will not constitute the promise of AlphaESS to provide such service out of warranty.

## **8. Warranty Restriction**

Unless otherwise specified herein, to the extent permitted by applicable law, the Warranty Conditions and the above remedies shall be exclusive and replace all other guarantees and remedies, oral or in writing, expressed or implied. To the extent permitted by applicable law, AlphaESS expressly rejects any and all legal or implied warranty, including but not limited to warranties of merchantability, fitness for a particular purpose and hidden or potential defects. If AlphaESS cannot abandon implied warranty as prescribed by applicable law or the guarantee specified by applicable laws, all of such guarantees and warranties shall be limited to implied warranty as prescribed by applicable law or the scope within applicable laws and shall be under mandatory application according to applicable law. No distributor, agent or staff of AlphaESS and/or AlphaESS-Authorized Service Partner is authorized to make any revision, extension or addition to the quality Warranty. The legality and enforceability of the remaining clauses herein shall not be affected or damaged if any of the clauses herein is adjudged to be illegal or unenforceable.

Unless otherwise specified herein, to the maximum range permitted by applicable law, AlphaESS will not be liable for any indirect, special, accidental or derivative losses caused by the purchase or use of Products and its system, including but not limited to the loss of use, loss in income, actual or expected loss in revenue (including contract revenue losses), loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation, or the indirect or derivative loss or damage (including any expense arising from the replacement of equipment and property, resumption of production, etc.) caused by any reasons.

ALPHAESS'S LIABILITY FROM ANY CAUSES WHATSOEVER SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PRODUCT OWNER TO ALPHAESS FOR SUCH PRODUCT GIVING RISE TO THE LIABILITY. EXCEPTED FROM THIS IS LIABILITY ON THE GROUNDS OF CULPABLE INJURY TO LIFE, PHYSICAL INJURY, OR INJURY TO HEALTH AND THE MANDATORY LIABILITY FOR INTENT OR GROSS NEGLIGENCE.

## **9. Dispute Resolution**

In case of any dispute in terms of warranty claims, a first-class international testing institute shall be entrusted by AlphaESS and the Product Owner upon mutual consent to provide third-party verification and comments. All fees and expenses shall be borne by the party that demanded such verification procedure unless otherwise agreed.

Unless otherwise agreed between Alpha ESS and the Product Owner and/or the original purchaser, the local courts of the country shall have non-exclusive jurisdiction for further disputes about a warranty claim arising from this Warranty.

In case of a judicial assertion, the AlphaESS-Authorized Service Partner is not authorized to send or receive lawsuit documents.

Unless otherwise agreed between Alpha ESS and the Product Owner and/or the original purchaser, this Warranty shall be governed and construed in accordance with the applicable national law.

## 10. Claims Process

If any Products fail within the Warranty Period, the owner of the Products must stop using the Products or the system in which the Products are installed as the case may be by isolating the Products from any energy source, and make a claim as soon as possible following all instructions provided by AlphaESS.

To make a Warranty claim under this voluntary warranty, please contact the resellers from whom you have purchased the Products, or contact AlphaESS directly through the customer feedback system on the online monitoring platform:

<https://osc.alphaess.com/> or by email at [service@alpha-ess.de](mailto:service@alpha-ess.de)

When contacting AlphaESS by email, please have the following information to hand:

- Your name, address, postcode and a telephone number where you can be contacted
- The model's name and serial number of the Products
- Proof of purchase with the date and address of the vendor
- Installation date and installation address
- Signed commissioning report
- Contact details of the installer
- A complete and detailed list of observed faults and other information that could help with the analysis of the fault (e.g. any videos and photos, etc.)
- AlphaESS will prioritize the resolution of genuine quality issues, typically by investigating the root cause of the failure and implementing corrective actions to prevent recurrence.
- For this purpose, it is critical that all claims are promptly submitted with full supporting documentation.



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## **11. Contact Details**

This Warranty is offered by

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Horizon Tower 17.0G Alfred-Herrhausen-Allee 3-5 65760 Eschborn, Germany

For European Regions, please contact [service@alpha-ess.de](mailto:service@alpha-ess.de)

## **12. Miscellaneous**

This Warranty shall form part of the purchase contract in respect of the Products and shall be complied with by all parties involved.

No failure or delay by AlphaESS in exercising any right under this Warranty shall constitute a waiver of such right.

This Warranty is provided in English; translations may be provided for reference only. In the event of any inconsistency, the English version shall prevail.