



Consumer Warranty –Container A1000-OMNI/A2000-OMNI ESS Solution

1. Consumer Laws

If you acquire the Product from Pylontech directly or purchase the Product through Pylontech Authorized Reseller and the Consumer Law applies, the Product comes with guarantees that cannot be excluded under the Consumer Law.

The benefits provided by this Warranty are in addition to all other rights and remedies in respect of the Product which You have under the Consumer Law or any other law that cannot be excluded.

2. Product Warranty

The Product consists of:

1. Powercube-M5A-180: integrated with system controller and battery modules N*HM5A180F ($1 \leq N \leq 132$) and designed for only series connection according to Pylontech Spec. and Product Manual.
2. Power Conversion System.
3. Container and internal accessories: including Container enclosure, painting/racking/electrical wiring.
4. HVAC system within Container.
5. Fire system within Container.

Pylontech warrants that the Product will be free of defects caused by improper workmanship or defective materials.

The warranty period of different items are:

1. Ten (10) years warranty for Powercube-M5A-180
2. Three (3) years warranty for Power Conversion System.
3. Five (5) years warranty for Container and internal accessories.
4. Three (3) years warranty for HVAC system within Container.
5. Two (2) year warranty for Fire system within Container.

from the earlier of:

1. the date of installation of the Product; or
2. Twelve (12) months after the date the Product was manufactured

This warranty does not include any tool kit items provided with the Product.

This warranty only covers the repair or replacement of a defective Product. Pylontech will repair or replace the Product if the Product is defective, and a valid warranty claim was made during the Warranty Period. The repaired or replaced product will continue the original remaining warranty period. In either case it shall not justify as a renewal of the warranty period.



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3. Warranty Conditions

The warranties in respect of the Product only apply if the Product:

1. is purchased from Pylontech or an Authorized Reseller;
2. has the official Pylontech serial number or the private label serial number generated by Pylontech;
3. is installed in the Territory.
4. is installed, operated and maintained in accordance with the Product Manual;
5. is operated with continuous C-rate no more than 0.5C for Container A1000-OMNI/A2000-OMNI.

4. Claim

Claims should be made to Pylontech or an Authorized Reseller from whom the Product was purchased.

You must, within 48 hours of a defect being discovered, notify Pylontech or an Authorized Reseller of a claim by:

1. if You registered the Product, completing the claim form on the Pylontech website; or
2. if You did not register the Product, completing the warranty card provided with the Product at the time of purchase and either emailing a copy to Pylontech at the below email address, or delivery or emailing the warranty card to the Authorized Reseller from whom the Product was purchased.

In order to claim under this Warranty, You must:

1. present the certificate of warranty declaration in its original form;
2. submit the invoice for the procurement of the Product indicating the date of delivery; and
3. provide the Pylontech system log data recorded by the Product as an indication of whether or not the Minimum Capacity has been achieved (but this would not be determinative).

To make a claim to Pylontech directly, please contact:

Address: No.300 Miaoqiao Rd. Pudong, Shanghai, China;

Post Code: 201203

Telephone : +86 2151317693 / +86 2151317697

Fax: +86 21-51317698

Email: service@pylontech.com.cn

Pylontech may contact You for further information regarding a defect. Pylontech may require You to complete root analysis testing of the Product to provide evidence supporting the claim. Final verification of the claim will be made by Pylontech.

If You dispute Pylontech's verification of the claim, the Product must be evaluated by the government certified testing lab or a certified 3rd party testing company. You will bear the cost of any 3rd party evaluation service charge (unless your claim is proven to be valid, in which case Pylontech will be responsible for the testing costs).



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If any testing of the Product's capacity is required, the testing must occur in the following conditions

- a) The test is based on single HM5A180F battery module.
- b) The ambient temperature of the Product must be $25^{\circ}\text{C} \pm 2^{\circ}\text{C}$
- c) The initial temperature of the battery pods must be $25^{\circ}\text{C} \pm 1^{\circ}\text{C}$
- d) Constant voltage (3.55V*cell amount*) constant current (0.2C-rate) charge till all the cell voltage above 3.55Vdc or till charge current less than 1Amps.
- e) Constant voltage (2.9V*cell amount*) constant current (0.2C-rate) discharge till battery low voltage protection cut-off.

If the Product is no longer available, Pylontech may, at its discretion, replace the Product with a refurbished product or different product or parts with equivalent functions and performance according to the latest technical information available.

Pylontech will cover the outbound and inbound transportation costs of replaced Product by standard land and sea transportation. The costs in respect of any other mode of transportation requested by the consumer will be borne by the consumer. Travel and subsistence expenses as well as on-site replacement, modification and maintenance costs will not be covered by Pylontech.

The Battery Module has a time value replacement guarantee for a period of 10 years. In this case, if the Battery Module is defective, the time value of the batteries is replaced. The fair value is calculated on the basis of a linear depreciation over a period of 10 years. That means a minimum of 80% of the usable capacity over a period of 10 years.

5. Limits to Cover

This Warranty only applies when the following conditions are met:

1. The Products shall be the hardware and shall exclude any components, which are separate from the Products such as ancillary equipment, consumable and mechanical parts for mounting, or protective coatings that are designed to diminish over time (except where the defect has occurred due to a defect in materials or workmanship).
2. This Warranty only applies to Customers who have purchased the Products directly from Pylontech, or from an authorized seller of Pylontech products in Territory. Pylontech only process the transportation in Territory.

The installation and any removal and reinstallation has been carried out in accordance with the installation directions and user guidelines which are provided with the Products.

6. Exclusions of Warranty

To the extent permitted by law, Pylontech excludes all liability for the Product to the extent that any damage or defect has been caused or contributed to by the following:

1. EMS and other external device failure;
2. The Product being installed with EMS which have not been certified by Pylontech;
3. Product has not been operated properly according to the Product Manual;
4. You treat the Product improperly, negligently or in any other inappropriate way, including using the Product outside the recommended ambient temperature condition in accordance with the Product Manual;



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5. Transportation, including but not limited by dropping, trampling, deforming, impacting, or spearing with a sharp item;
6. Storage, installation, commissioning, modification or repair of the Product that has been performed by a person other than Pylontech, Pylontech's certified installer, or an Authorized Reseller's approved installers;
7. Abuse, misuse, negligence, accidents or force majeure events, including but not limited to lightning, flood, fire, extreme cold weather, or other events outside the reasonable control of Pylontech;
8. Any attempt to extend or reduce the life of the product without written confirmation from Pylontech, whether by physical means, programming or others;
9. Removal and reinstallation at another place from the original installation without the written confirmation from Pylontech;
10. Water, conductive dust or corrosive gas;
11. The Product has been connected with incorrect type of system controller or battery module;
12. Normal wear and tear or deterioration, or superficial defects, dents or marks that impact the performance of the Product; and
13. Theft or vandalism of the Product or any of its components.

7. Limitation of Liability

This Product Warranty shall be in lieu of all other warranties, conditions or guarantees as to description, quality, fitness for any particular purpose, satisfactory or merchantable quality of the Products or any other warranty, condition or guarantee whether express or implied.

Pylontech shall not be under any liability whether in contract, tort or otherwise in respect of any non-conformity of or defect in the Products or for any injury, damage or loss resulting from such non-conformity or defect or for any loss of contracts, loss of revenue, loss of use or profits or business, business interruption or for any extra operating expense or any indirect, consequential or economic damages or losses whatsoever and howsoever caused. The remedies specified in this Product Warranty shall be the Customer's sole and entire remedy in respect of any non-conformity of or defects in the Products.

Notwithstanding the foregoing, nothing in this Product Warranty shall limit Pylontech's liability for:

1. death or personal injury.
2. fraud or fraudulent misrepresentation.
3. any other liability that cannot be limited or excluded as a matter of law.

8. General provisions

This warranty is subject to the law of Territory.

If any provision in this document is unenforceable, illegal or void or makes this document or any part of it unenforceable, illegal or void, then that provision is severed, and the rest of this document remains in force.

If any provision in this document is unenforceable, illegal or void in 1 jurisdiction but not in another jurisdiction or makes this document or any part of it unenforceable, illegal or void in 1 jurisdiction but not in another jurisdiction, then that provision is severed only in respect of the operation of this document in the jurisdiction where it is unenforceable, illegal or void.



9. Definitions

In this document:

1. **Authorized Reseller** means an approved Pylontech retailer or distributor in the Territory.
2. **Consumer Law** means Territory Consumer law.
3. **Minimum Capacity** means:
At least 70% of the Nominal Energy at the end of the Warranty Period when operating at below 0.5C-rate with linear degradation throughout the term;
4. **Nominal Energy** means the initially rated capacity of the Product as printed on the label of the Product.
5. **Throughput** means the delivered energy per 1kWh of Nominal Energy at the end of warranty period, details see below table:

HM5A180F		
C-rate	EOL SOH	EOL Total Output Energy/kWh
0.25C	80%	3.1MWh
0.5C	75%	3.0MWh

*Failure to achieve the daily 1 cycle or equivalent capacity usage will cause the throughput failure to meet the above table mentioned MWh target, this is excluded from the performance warranty terms.

6. **Product** means Container A1000-OMNI/ Container A2000-OMNI ESS System supplied by Pylontech
7. **Product Manual** means the instructions, manuals and other documents issued by Pylontech with the Product that set out how the Product should be installed and operated at the time product was purchased.
8. **Pylontech** means Pylon Technologies Co., Ltd of No.300 Miaoqiao Rd. Pudong, Shanghai, China.
9. **Territory** means domestic country where Pylontech or an Authorized Reseller delivers the Product to You.
10. **You** means a natural person that acquired the Product or an official representative of the current owner of the Product. Notification of any change in ownership must be made to Pylontech within 30 days after the transfer.

Geoffrey Song

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