

# Warranty Terms and Conditions ecoBatterySystem

## 1 General

ecocoach AG warrants, for a period of 24 months, that the product 'ecoBatterySystem' is free from defects in materials and/or workmanship at the time of initial purchase. Should the product prove to be defective during this warranty period on account of defects in materials and/or workmanship (at the time of initial purchase), ecocoach AG shall, at its sole discretion, repair or replace the product or its defective parts, assuming the costs of labour and materials, or shall provide financial compensation pro rata for the residual value of the product. ecocoach AG may replace the defective product or parts thereof with a new (or as new) product or parts thereof, whereby the replaced product or parts thereof shall become the property of ecocoach AG.

## 2 Guarantee

ecocoach AG also provides a voluntary 10-year power guarantee. This covers the performance of the ecoBatterySystem (it does not apply to electrical or physical components), particularly the lithium batteries and does not extend to software (whether provided by ecocoach AG or a third-party). The customer is aware that the battery will age and its storage capacity will decrease depending on how frequently it is charged and the temperature.

<b>Duration of performance warranty (years/energy flow)<sup>1</sup></b>	<b>Guaranteed nominal capacity</b>	<b>Relevant countries</b>
10 years or 15.2 MWh	80%	Germany
10 years or 19.2 MWh	60%	All other countries

<sup>1</sup> Depending on which occurs first.

The capacity of the ecoBatterySystem is divided into gross and net capacity. Gross capacity describes the total physical capacity of the ecoBatterySystem. However, in order to protect against self-discharge, to increase the service life and to ensure the emergency start reserve, the theoretically available energy content is technically limited. This actually usable energy content is called net capacity.

The performance warranty is not a product quality guarantee in the sense of Article 119 OR.

## 3 Guarantee period

The date on the original invoice document is decisive for the start of the warranty period.

## 4 Warranty claim conditions

- 4.1 A claim may only be made in accordance with this warranty if:
- notification is given of the defect in writing within the warranty period and no later than five days after the occurrence of the defect;
  - the serial number and product type of the product are supplied;
  - the original invoice document can be provided;
  - the defect is described.
- 4.2 ecocoach AG is entitled to charge the customer for inspection costs in the amount of CHF 150 per hour if
- the inspection of your product by ecocoach AG reveals that, for whatever reason, no warranty claim is applicable;
  - no defects were found during the inspection of your product and your device is working correctly. Details of the inspection fee may be obtained in advance from ecocoach AG.

## 5 Warranty exclusions and restrictions

ecocoach AG undertakes, under the terms of this warranty, solely to repair, replace or provide financial compensation for products that are subject to these warranty conditions. ecocoach AG shall not be liable for any loss or damage of a material or immaterial nature, such as purchase price, loss of profits, loss of revenue, loss of data, intangible losses, or for damages resulting from the unavailability of the product or related components, which may arise directly, indirectly or as a result of products or services associated with this warranty or otherwise.

No warranty shall apply if:

- the product has not been set up, operated and/or maintained in accordance with the conditions of use and installation (damages may not arise as a result of improper or incorrect operation);
- the damages are the result of normal wear and tear;
- the defects in the device are not the result of a material and/or manufacturing defect;
- the product has been exposed to environmental conditions that deviate from those specified in the data sheet;
- insufficient ventilation was provided for the product;
- the product housing has been opened by members of staff who have not been trained by ecocoach AG;
- the customer does not notify ecocoach AG of the defect within the warranty period after delivery of the product and no later than five days after the occurrence of the defect;
- the serial number on the product is no longer identifiable or has been modified;
- the device had been damaged during transportation, but was nonetheless commissioned by the customer;
- the battery has not been operated for at least 6 months;
- damage has been caused to the product as a result of force majeure (e.g. natural disasters such as floods, fires, earthquakes, lightning or other abnormal environmental conditions, war, etc.);
- the customer does not grant ecocoach AG or a third-party provider access to the performance and operating data in the data memory in the energy storage device and/or manipulates said data;
- the customer refuses to install software updates provided by ecocoach AG.

In the event that the warranty does apply, incidental expenses, such as technicians' fees and delivery and transportation costs, shall be borne by the customer.

## 6 Fulfilment

- 6.1 ecocoach AG shall decide at its sole discretion upon the appropriate measure for remedying the defect. Parts shall be repaired or the product replaced on an exchange basis with an equivalent, but not necessarily identical product; this shall be either a new product or a reconditioned product that is functionally equivalent to the replaced product. ecocoach AG is entitled to repair the parts itself or to have repairs carried out by a third party. ecocoach AG shall replace the product or parts thereof in such a way that at least the guaranteed minimum performance is restored. ecocoach AG reserves the right to provide financial compensation for the residual value of the product in accordance with the ecocoach AG guidelines instead of replacing or repairing the product.
- 6.2 The product returned by the customer shall become the property of ecocoach AG after the exchange.
- 6.3 The warranty concerning the repaired or replaced parts shall continue for the remainder of the warranty period.

## 7 Severability clause

Should a provision of this warranty be or become invalid or contain a loophole that needs to be closed, this shall not affect the legal validity of the remaining provisions. The missing or invalid provision shall be deemed to have been replaced by a provision which most closely reflects the meaning of the original provision.

## 8 Applicable law and jurisdiction

For all disputes arising from of or in connection with this warranty (including with regard to the question of their occurrence or validity), it is agreed that the courts of Schwyz shall have exclusive jurisdiction. This contract is subject to Swiss law, without regard to the principles of conflict of laws or to the United Nations Convention on Contracts for the International Sale of Goods (CISG).

## 9 Manufacturer

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