

## **eBick LIMITED WARRANTY**

### **Product warranty**

CEGASA ENERGIA, S.L.U. ("CEGASA"), guarantees the original purchaser of the product (hereinafter "User"), that the CEGASA **eBick** Modular Energy Storage systems (hereinafter "Product") shall be free from material or manufacturing defects, for a period of 36 months from the date of purchase.

Should CEGASA establish that the Product defect or fault is covered by the Warranty due to defects in the materials and/or its manufacture, CEGASA or its Service Partner will repair or replace the Product or the part defective, with the Product or defective part becoming the property of CEGASA. The repair or replacement of the Product will be guaranteed for the remaining period of the Warranty for the Product replaced. This may be done with a new Product or equivalent in terms of features to the characteristics of the replacement part

The warranty period shall begin on the date of sale of the Battery to the User. This date of purchase shall be that shown on the original invoice.

### **10 years performance warranty**

CEGASA voluntarily offers a 10 years performance warranty as from the date of purchase. This is relative to the storage capacity of the lithium battery.

CEGASA guarantees, at the end of the 120 months as from the date of purchase or upon reaching 5,000 cycles from the date of purchase, whichever occurs first, an EOL (End of Life) of 80% of the net capacity of the battery, in adequate conditions of battery use.

All batteries have an internal BMS (Battery Management System) which records the number of discharge cycles and the energy used. The internal BMS record and a test approved by CEGASA, shall be deemed the only admissible proof for the purposes of determining the application of the warranty.

Should CEGASA determine that loss of performance is covered by the Performance Warranty, due to defects in the materials and/or its manufacture, CEGASA or its Service Partner shall repair or replace the product or the defective part, with the Product or defective part becoming the property of CEGASA. The repair or replacement of the product shall be guaranteed for the remaining period of the Warranty for the Product replaced. This may be done with a new Product or equivalent in terms of features to the characteristics of the replacement part.

### **Warranty Claim Procedure**

Should any possible defect or fault be detected in the Product, the User shall notify CEGASA within 10 days of having detected the said defect.

Notification may be given through the following channels:

- By telephoning the Customer Service department: + 34 945 228 469
- By electronic mail at the address: [info@cegasa.com](mailto:info@cegasa.com)
- By surface mail, for the attention of Customer Service: Calle Marie Curie 1, Parque Tecnológico De Miñano, 01510, Miñano Mayor (Vitoria-Gazteiz) (Araba, Spain)
- By contacting the sales team from whom the Battery was originally purchased

At the discretion of CEGASA, the customer may be required to:

- Return of the Battery to CEGASA for inspection, with the User initially paying the shipping costs
- Keep the Battery installed and permit a representative from CEGASA to access the User's facilities in order to examine the Battery

Should CEGASA determine that the defect or fault with the Battery is covered by the Warranty, CEGASA, at its discretion, shall decide to repair or replace the defective Battery at no cost to the User.

The User shall be responsible for the uninstallation and installation and the cost of such, as well as any other costs related to the replacement process.

The cost of shipping the Product to whichever facilities are determined by CEGASA shall be met by CEGASA only in the event that the defect or fault is covered by the Warranty. The User shall forward the Product to CEGASA for analysis carriage paid, and via a forwarding agency previously authorised by CEGASA. In the event that the Product is declared under Warranty, CEGASA shall return the repaired or replaced Product prepaid and shall credit the User the amount paid for the initial shipment made via the authorised agency. In the event that the defect or fault with the Product is not covered by the Warranty, the Battery shall be returned postage due and CEGASA shall not be liable for the initial shipping costs, in which case all costs shall be borne by the User. CEGASA shall not be liable to pay any shipping costs if the forwarding agency has not been previously authorised by CEGASA.

CEGASA's responsibility, in the event of applying the Warranty, shall be expressly limited to the repair or replacement of the Battery. Under no circumstances shall CEGASA be held liable for loss of earnings, civil liabilities, contractual penalties, and, in general, any other liability or cost other than that incurred for the replacement of the product.

### **Warranty Claim Requirements**

1. The Warranty is only applicable to original CEGASA products
2. The warranty is only valid if the product was purchased from CEGASA or one of its authorised distributors
3. The Warranty is applicable only to the original purchaser of the product, and is not transferable, unless expressly authorised by CEGASA
4. The purchase invoice shall be sent to CEGASA as proof of the Battery's date of purchase and the identification of the User with the right to claim against the Warranty

5. The User shall allow CEGASA to access the data recorded by the Battery' s BMS
6. The User shall refrain from using the battery as soon as the defect or fault is detected.

### **Warranty Exclusions**

The Warranty excludes defects or faults that are the consequence of:

- Act of God, acts of war or rebellion, confiscation by authorities, any ionizing radiation or dangerous reaction of nuclear elements, and external electrical accidents.
- Accidental material damages and any external damage that does not impede the normal operation of the Battery.
- Any intentional or fraudulent act perpetrated in bad faith or with malice, negligence, gross negligence or recklessness, committed by the User or a Third Party.
- Any indirect losses, whether financial or otherwise, suffered by the User as a result of the defect or fault.
- Defects or faults that are the result of improper or non-legal installation or exposure of the Battery to climatic or environmental conditions (temperature, moisture and dust), beyond the operating regime of the Battery.
- Handling and repair of the Battery (opening, modification of contents and inherent characteristics), by a technical service not authorised by CEGASA, as well as failure to observe the installation, assembly and maintenance requirements as indicated in the instruction manual .
- Faults attributable to an inadequate connection to charging devices, as well as the use of a charging device not approved by CEGASA.
- Experiments, trials or tests during which the battery has been subjected to a higher than normal load.
- Continuing to use the Battery after having detected the defect or fault, without having notified CEGASA in due time.
- Any defect or fault, in the event that the serial number of the Battery is illegible.
  - If the Battery has been damaged in transit. Claims for damages produced during transit shall be settled between the User and the shipping company.
  - If the Battery has been installed in connection with other Batteries of a different model and/or manufacturer.
- If the Battery is used for a purpose for which it is not suited.

CEGASA's responsibility, in the event of applying the Warranty, shall be expressly limited to the repair or replacement of the Battery. Under no circumstances shall CEGASA be held liable for loss of earnings, civil liabilities, contractual penalties, and, in general, any other liability or cost other than that incurred for the replacement of the product.

### **Geographical Scope**

This Warranty is valid in the territory of Europe.

### **Data Protection**

In compliance with article 5 of the Organic Law 15/1999, of 13<sup>th</sup> December, regarding Protection of Personal Data, which regulates the right of information in data collection, we inform you that your personal data shall be incorporated in a Personal Data File owned by CEGASA, and who assumes the responsibility for the file, for the purposes of maintaining our contractual and commercial relationships with you. Likewise, CEGASA assures the owner of the data the exercise of rights of access, rectification, cancellation and objection of the information that concerns them by means of written communication, accompanied by a supporting document establishing identity to: CEGASA (Data Protection), Avda. de los Huetos, 79 – 01010 Vitoria Gazteiz (Araba, Spain).

**Limitation of liability**

CEGASA shall not be liable for any improper use of the Battery, nor in the event that the User has not followed, for any reason beyond the control of CEGASA, the instructions provided and issued by CEGASA after having been informed of a defect or fault. CEGASA shall not be held liable if it is unable to fulfil its obligations for reasons beyond its control. The time limits stated are approximate and CEGASA shall not be liable in the event of delays.

**Applicable jurisdiction - competent judge**

This contract is subject to Spanish Law and, within such, the competent judge for hearing actions arising from it shall be at a court in the domicile of the customer, for which purposes, foreign customers shall be appointed a domicile in Spain.