

# CEGASA

Energy you can trust

## **Appendix 1: Product Limited Warranty**



## Control of revisions

REV.	DATE	DESCRIPTION
Rev. 1.0	07.06.2024	Initial

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## A4 PRODUCT LIMITED WARRANTY

### A.4.1 Scope

The products covered by this Limited Warranty are exclusively for the following CEGASA modular battery systems: EBick HV, EBick LV and EScal HV (hereinafter "Product"), installed on or after July 1st, 2024.

This limited warranty is applicable only to the Product sold by CEGASA to an Authorized Company (hereinafter "Reseller"), where the product is resold by the Reseller to a third party (hereinafter "User").

The warranty is grant exclusively to the Reseller in Europe. All actions covered by this Warranty are limited to be performed by CEGASA in the territory of Europe. All necessary actions outside Europe must be carried out by the reseller by his own resources and at his cost. Including the actions that the Reseller needs to take to make the products in Europe available for CEGASA.

### A.4.2 Product Warranty

CEGASA guarantees that the Product shall be free from material or manufacturing defects for a maximum period of 5 years.

This warranty only covers the repair or replace of a defective Product. 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 defective part, 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 with whichever of the following events occurs first:

- a) Date of the Product installation; or
- b) Six (6) months after the date the Product was manufactured.

### A.4.3 Performance Warranty

CEGASA additionally offers a Performance Warranty to guarantee of (i) a Remaining Usable Energy Capacity of at least 65 percent of the Product Usable Energy for 10 years from the Warranty Start Date; or (ii) reach the Minimum Output Energy as specified in table 1, whichever arrives first, on the condition that the Product is operated within specifications in accordance with the Technical Datasheet, User and Installation Manuals.

# Appendix 1: Product Limited Warranty

Rev. 1.0

Table 1. Usable Energy and Minimum Output Energy per Product Model.

Product Model	Usable Energy (kWh)	Minimum Output Energy (MWh)
EBick HV	13,4	48,2
EBick LV	13,4	48,2
EScal HV	5,7	20,5

For the Performance Warranty, the Remaining Usable Energy capacity will be measured and calculated by CEGASA using the following testing method and values, while the ambient temperature during the test is between 20 - 25°C:

- a) The Product is charged to a state of charge (SoC) of more than 80 percent and cell balancing is performed.
- b) The Product is discharged to the final discharge voltage or to a State of Charge (SoC) of 0 percent with a C-rate of 0.2. A waiting time of 30 minutes is applied.
- c) The Product is then charged using the constant current charging method at a C-rate of 0.2 up to the maximum charge voltage. Once this is reached, the constant voltage charging method is used for a full charge to 100 percent of SoC. A waiting time of 30 minutes follows.
- d) The Product is then discharged at a C-rate of 0.2 to a SoC of 0 percent.
- e) Steps c) and d) are repeated once again.
- f) The Product energy capacity is defined as the capacity measured on the battery DC side during the second discharge.

## A.4.4 Warranty Conditions

- a) The Warranty is only applicable to original CEGASA Product;
- b) The warranty is only valid if the product was purchased from CEGASA or one of its Authorized Reseller;
- c) The Warranty is applicable only to the original Reseller of the Product, and is not transferable, unless expressly authorized by CEGASA;
- d) The Product is installed in the territory and indoor environment, never in outdoor environments;
- e) The Product is installed, operated and maintained in accordance with the User and Installation Manuals;
- f) The Reseller shall refrain from using the battery as soon as the defect or fault is detected;

The warranty does not apply if the Product defect or fault is attributable to the misuse, abuse, accident or non-observance of the Product.

#### A.4.5 Warranty Claim

In order to make a warranty claim of any possible defect or fault be detected in the Product under this Limited Warranty, the Reseller shall notify CEGASA within 10 days of having detected the defect or fault. The Reseller must submit a Technical Report including the following information using one of the notification channels given below.

- a) Original purchase invoice
- b) Suitable proof of installation date.
- c) Product Serial Number
- d) Product Configuration
- e) Product Logging File
- f) Inverter manufacturer and model
- g) Inverter configuration
- h) Installation Address
- i) Any other relevant information

Notification may be given through the following channels:

- By electronic mail at the address: [aftersales@cegasa.com](mailto:aftersales@cegasa.com)
- By letter, for the attention of:

CEGASA ENERGÍA, S.L.U.

Attn: After Sales

Calle Marie Curie 1 - Parque Tecnológico de Álava

01510 Miñano Mayor (Vitoria-Gasteiz)

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- By contacting the sales team from whom the Product was originally purchased

At the sole discretion of CEGASA, the Reseller may be required to:

- Return of the Product to CEGASA for inspection, with the Reseller initially paying the shipping costs;
- Keep the Product installed and permit a representative from CEGASA to access the facilities where it is installed, in order to examine the Product;

- Collect the all data and all information necessary for the investigation, in accordance with the instructions given by CEGASA. And make such data and information available to CEGASA;

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

The Reseller 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 Reseller shall forward the Product to CEGASA for analysis carriage paid, and via a forwarding agency previously authorized 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 Reseller the amount paid for the initial shipment made via the authorized agency. CEGASA shall not be liable to pay any shipping costs if the forwarding agency has not been previously authorized by CEGASA.

In the event that the defect or fault with the Product is not covered by the Warranty or no defects nor faults were found during the inspection, and it works without error; CEGASA, at its discretion, shall invoice the inspection costs to the Reseller and return the Product postage due and not be liable for the initial shipping costs, in which case all costs shall be borne by the Reseller.

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.

### A.4.6 Warranty Exclusions

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

- The Product not being stored, transported, installed, operated or maintained in accordance with the User and Installation Manuals;
- Accidental material damages and any external damage that does not impede the normal operation of the Product;
- The Product has been exposed, even temporarily, to any condition outside the operating specifications in accordance with the User and Installation Manuals;
- The Product has been opened and/or the Product warranty seal is broken or removed;
- Handling, modification or repair of the Product (not limited to opening, modification of contents and inherent characteristics), by a technical service not authorized by CEGASA, as well as failure to follow the installation, assembly and maintenance requirements in accordance with the User and Installation Manuals;
- An inadequate connection or faults attributable to the inverter or charging devices, as well as the use of an inverter or any charging device which are not listed in the Product compatibility list neither approved by CEGASA;



- Operations, experiments, trials or tests during which the Product has been subjected to an overvoltage or overload;
- Continuing to use the Product after having detected the defect or fault, without having notified CEGASA in due time;
- If the Product has been damaged in transit. Claims for damages produced during transit shall be settled between the Reseller and the shipping company;
- If the Product has been installed in connection with other Batteries of a different model and/or manufacturer;
- If the Product is used for a purpose for which it is not suited in accordance with the User and Installation Manuals;
- Any indirect losses, whether financial or otherwise, suffered by the Reseller/User as a result of the defect or fault;
- Any intentional or fraudulent act perpetrated in bad faith or with malice, negligence, gross negligence or recklessness, committed by the Reseller or a third party;
- Exposure to a force majeure event (e.g., lightning, fire, earthquakes, natural disasters, etc.) or harmful environmental conditions such as air pollution, smoke, salt water or sulphur corrosion;
- Acts of war or rebellion, confiscation by authorities, any ionizing radiation or dangerous reaction of nuclear elements, and external electrical accidents;

The Warranty is also excluded if:

- The Product not being installed nor operated for a period of six (6) months or more;
- The Product is removed from the location of initial commissioning or moved to another location, reinstalled or dismantled;
- The Product serial number is illegible or has been modified;
- The Reseller or any third party refuses CEGASA to have access to the Product logging file, or in case the logging file has been manipulated or deleted;
- Failure to provide the original invoice for the Product and the information required for the Warranty Claim;
- Failure to submit the Technical Report to CEGASA with the required information for the Warranty Claim within 10 days from the Reseller or User becoming aware or notified of the Product defect or fault;

#### A.4.7 Limitation of Liability

CEGASA's responsibility, in the event of applying the Warranty, shall be expressly limited to the Product repair or replacement. In case the Product cannot be repaired nor replaced, the Reseller may obtain a refund of the original purchase price with a depreciation discount of 10 percent for each year after Warranty Start Date.

Under NO circumstances shall CEGASA be held liable for loss of earnings, profit or turnover, loss of use and production, business interruption, civil liabilities, contractual penalties, loss of data, financing costs, consequential damage or indirect damage, and, in general, any other liability or cost other than the incurred for the replacement of the Product. This shall also apply if such loss or damage occurs to a third party.

CEGASA shall not be liable for any improper use of the Battery, nor in the event that the Reseller/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.

#### A.4.8 Applicable Jurisdiction - Competent Judge and Expert

This Limited Warranty shall be governed exclusively by and construed in accordance with Spanish Law and, within such, the Competent Judge for hearing actions arising from it shall be at a court in the domicile of the Reseller, for which purposes, foreign Resellers shall be appointed a domicile in Spain. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

Any dispute on technical facts relating to claims brought under this Limited Warranty may be referred by CEGASA to a technical Expert in Europe in accordance with the following:

- a) The Expert must be a reputable and mutually acceptable neutral third party testing organization;
- b) The costs of the Expert, including any costs of shipping any Product to the Expert for testing shall be covered by Original Reseller;

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