

WARRANTY STATEMENT – Revision Date 28 January 2025
BATTERY PERFORMANCE AND DEFECTS WARRANTIES
FOR STANDALONE PRODUCTS (WORLDWIDE EXCLUDING THE REPUBLIC OF SOUTH AFRICA)

1. Warranty coverage and eligible warranty holder

- 1.1. The warranty provisions specified below apply to any one or a combination of product(s) manufactured and sold by Solar MD Proprietary Limited (**Solar MD**), on or after the Revision Date stated above, to an authorised distributor (**Distributor**) who, in turn, sells and transfers ownership in such product(s) (the **Goods**) to a customer (**Customer**) located in the following region: **Worldwide Excluding the Republic of South Africa**.
- 1.2. The warranties specified below are provided by Solar MD to the Customer and are exclusively enforceable by the Customer against Solar MD via the Distributor (acting as an intermediary for Solar MD under separate supply and/or services agreement(s) between Solar MD and the Distributor).
- 1.3. By accepting delivery of the Goods, the Customer thereby accepts the terms and conditions set out in this warranty statement.

2. Battery Performance Warranty

- 2.1. Unless otherwise indicated in writing by Solar MD, Solar MD warrants that each battery sold by it (**Battery**) shall retain at least 60% (sixty percent) of the initially rated capacity of the Battery as printed on the label of the Battery and specified in the Battery Performance Warranty Schedule attached hereto and incorporated herein (**Nominal Capacity**) for the shorter of:
 - 2.1.1. the period stipulated in the Battery Performance Warranty Schedule hereto or, in the absence of such period being so specified, a period of 12 (twelve) years from the date of delivery of the Goods to the Customer; or
 - 2.1.2. a period of time from the date of delivery of the Goods to the Distributor until the Battery has provided the threshold energy throughput described in the Battery Performance Warranty Schedule.

3. Defects Warranty

- 3.1. Unless otherwise indicated by Solar MD in writing, Solar MD warrants the Goods to be free, under normal use and service, of:
 - 3.1.1. latent defects in material or workmanship that significantly impair the functionality of the Goods for:
 - 3.1.1.1. in respect of a Battery, the shorter of (i) a period of 5 (five) years from the date of delivery of the Battery to the Customer; or (ii) a period of time from the date of delivery of the relevant Battery to the Customer until that Battery has provided the minimum energy throughput described in the Battery Performance Warranty Schedule (as the case may be); or
 - 3.1.1.2. in respect of any Goods other than a Battery, the relevant period specified in Defects Warranty Schedule attached hereto and incorporated herein or, in the absence of such period being so specified, a period of 1 (one) year from the date of delivery of such Goods to the Customer; and

- 3.1.2. patent defects in material or workmanship that significantly impair the functionality of the Goods for a period of 60 (sixty) calendar days from the date of delivery of the Goods to the Customer, which period Solar MD and the Customer agree is reasonable for the purposes of discovering, examining and addressing such defects.

4. Claiming under the Warranties

- 4.1. Solar MD's obligations under each of the above warranties are conditional on (i) the Customer sending the Distributor written notice (via email to support@solarmd.co.za, marked for the attention of the Distributor) of any issue or defect in this regard within 10 (ten) business days of its discovery, or within 10 (ten) business days of the date on which the Customer ought reasonably to have discovered the issue or defect; and (ii) the Customer establishing to the satisfaction of Solar MD (or a third party authorised by Solar MD), subject to Conditions 5.14 and 6, that the applicable conditions set out in Condition 5 (**Warranty Conditions**) have all been met.
- 4.2. Deviations of the capacity of the Battery from the Nominal Capacity are to be assessed solely according to Condition 2 and do not constitute a claim under Condition 3.
- 4.3. If the Customer cannot establish that the applicable Warranty Conditions have been met, then the relevant warranty provided above shall not cover, and the Customer waives and abandons, any claim against Solar MD in respect of the alleged breach of warranty. Such waiver and abandonment of any claim by the Customer against Solar MD shall not affect any rights that the Customer may have against the Distributor or any third party.
- 4.4. Insofar as Solar MD, or a third party authorised by Solar MD, determines that no *bona fide* warranty claim has been made, or that a warranty claim is excluded and does not qualify for warranty services (as set out herein), Solar MD may demand from the Customer reimbursement for all expenses incurred in the assessment of such claim (including, without limitation, the inspection of the Goods concerned). The Customer shall reimburse such expenses upon written request by Solar MD.

5. Warranty Conditions

- 5.1. All Goods must be installed and commissioned by Solar MD or an installer approved by Solar MD and in strict accordance with the applicable requirements set out in the installation and operating manual issued by Solar MD;
- 5.2. All Goods must be brought into use for the first time by the Customer;
- 5.3. Regarding commercial projects that involve Goods with an aggregate Battery output of more than 71.5kWh, the Customer must notify Solar MD of the commissioning of such Goods via email (support@solarmd.co.za) within a period of 31 (thirty-one) calendar days after commissioning by providing Solar MD with a commissioning report completed and signed by the commissioner at the time of commissioning;
- 5.4. All Goods must be duly operated, used, serviced and maintained in strict accordance with the applicable requirements set out in the installation and operating manual issued by Solar MD;

- 5.5. All Goods must have been stored and operated at all times after the date of delivery to the Distributor within an ambient temperature of between -10.0°C and 50.0°C;
 - 5.6. Where serial numbers appear on the Goods or their components when sold by Solar MD, such serial numbers must be identifiable and must not be modified in any material way.
 - 5.7. The warranty claim must be notified to the Distributor in accordance with Condition 4.1 within the applicable warranty period specified in Condition 2 or 3 (as applicable) and must not relate to any defects excluded in Condition 8;
 - 5.8. Solar MD must have received full payment for the Goods from the Distributor.
 - 5.9. The warranty claim must, as a minimum, include (i) the serial number(s) of the Goods in question (where applicable); (ii) a copy of the original invoice issued by the Distributor relating to the Goods in question; (iii) a copy of the fully completed and signed commissioning report compiled in respect of the Goods in question in accordance with Condition 5.3 (if applicable) and any other suitable proof of the time of the initial commissioning of such Goods; (iv) a copy of the valid certificate of compliance relating to the electrical installation of the Goods in question; and (v) a clear and detailed description of the alleged Battery performance issues or Goods defect(s) (as the case may be);
 - 5.10. The Customer must, without undue delay, provide Solar MD, or a third party authorised by Solar MD, with complete, accurate and detailed information and documentation evidencing that the storage, transportation, installation, commissioning, use, operation, servicing, maintenance, care and repair of the Goods concerned has at all times been undertaken in strict accordance with the applicable requirements set out in the installation and operating manual issued by Solar MD, as may be requested by Solar MD;
 - 5.11. The Customer must provide Solar MD, or a third party authorised by Solar MD, with: (i) unrestricted access to all relevant system data (including the logging file of the Goods concerned) in a form that has not been manipulated in any way; and (ii) unrestricted remote access to all relevant monitoring software in respect of the Goods concerned; within 7 (seven) calendar days after notification of the warranty claim to enable Solar MD, or a third party authorised by Solar MD, to assess such claim;
 - 5.12. The Customer must adhere to any reasonable instructions issued by Solar MD, or a third party authorised by Solar MD, in respect of the system data and/or monitoring software relating to the Goods concerned;
 - 5.13. The Customer must grant Solar MD or a third party authorised by Solar MD with unrestricted access to the Goods concerned to enable Solar MD or such third party to assess the warranty claim and/or to provide warranty services in accordance with Condition 7; and
 - 5.14. If requested by Solar MD, the Customer must return the defective Goods or components thereof carriage paid to a location designated by Solar MD, for inspection (and, where applicable, repair) by Solar MD or a third party authorised by Solar MD.
 - 5.15. Any relaxation or waiver by Solar MD of any Warranty Condition shall not in any way affect the validity, applicability and enforceability of any other Warranty Conditions.
- 6. Verification of a Battery Performance Warranty claim**
- 6.1. For a claim under Condition 2, and unless otherwise agreed in writing and signed by a director of Solar MD, Solar MD (or a third party authorised by Solar MD) shall test the capacity of the Battery according to the following standard test procedures to determine whether such a claim is warranted:
 - 6.1.1. Ambient temperature during the test: 23-27°C
 - 6.1.2. The Battery is charged to a state of charge of more than 80% (eighty percent) and cell balancing is performed.
 - 6.1.3. The Battery is then discharged to the final discharge voltage or to a state of charge of 0.0% (zero percent) with a C-rate of 0.2. A waiting time of 30 (thirty) minutes follows.
 - 6.1.4. The Battery 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 to charge to a state of charge of 100% (one hundred percent). A waiting time of 30 (thirty) minutes follows.
 - 6.1.5. The Battery is then discharged at a C-rate of 0.2 to the final discharge voltage or to a state of charge of 0% (zero percent).
 - 6.2. The steps set out in Conditions 6.1.2 to 6.1.4 are then repeated once.
 - 6.3. The capacity of the Battery is defined as the capacity measured on the battery DC side during the second discharge.
- 7. Warranty Services**
- 7.1. Subject to the provisions of this warranty statement, Solar MD's obligation and liability under the warranties covered by this warranty statement are expressly limited to, at Solar MD's sole option, providing one of the following warranty services within the applicable warranty period specified in Condition 2 or 3 (as the case may be):
 - 7.1.1. Repairing or servicing the relevant Goods or component(s) thereof at the location of the Goods, at the site of Solar MD or at the site of a third party authorised by Solar MD; or
 - 7.1.2. Replacing the relevant Goods or components thereof covered by the warranties provided in this warranty statement, subject to Condition 7.3; or
 - 7.1.3. Paying a refund to the Customer based on the residual value of the relevant Goods as determined by Solar MD in its sole discretion.
 - 7.2. Solar MD may commission third parties authorised by Solar MD to carry out the warranty services.
 - 7.3. For the purposes of Condition 7.1.2:
 - 7.3.1. If the original Goods or component(s) of the Goods to be replaced is/are no longer available or can only be procured or manufactured at an expense that Solar MD, in its sole discretion, reasonably considers disproportionate in the circumstances, Solar MD reserves the right to supply a replacement product or component that is functionally equivalent to the original Goods or component of the Goods covered by the warranties provided in this warranty statement.
 - 7.3.2. Upon the commissioning of the replacement product or component, the original Goods or component(s) that has/have been replaced become(s) the property of and, if applicable, must be returned to Solar MD at the cost of the Customer.
 - 7.4. The warranties covered by this warranty statement:

- 7.4.1. shall apply to any repaired or replacement Goods supplied by Solar MD but only for the duration of the initial warranty period(s) specified in Condition 2 and/or 3 (as applicable);
- 7.4.2. shall not be extended beyond the warranty periods specified in Conditions 2 and 3; and
- 7.4.3. are separate to and do not limit or supersede any warranties provided in respect of any other product sold or distributed by Solar MD.
- 7.5. Solar MD shall under no circumstances be liable in terms of the Warranty Statement for any duties, taxes, environmental fees (including, without limitation, fees relating to the disposal or handling of Batteries) or any other charges whatsoever, or any liability for direct, indirect, incidental, or consequential damages.

8. Excluded Defects

- 8.1. Subject to Condition 8.2, the warranties covered by this Condition 8 do not extend to Goods or their components that have been impaired, damaged or destroyed in or as a result of any of the following circumstances after the date of delivery of the Goods to the Distributor:
 - 8.1.1. The Goods or their components were not duly stored, transported, set up, installed, commissioned, serviced and maintained in accordance with best industry practice, applicable laws and applicable instructions in the installation and operating manual provided by Solar MD;
 - 8.1.2. The Goods or their components have not been installed, commissioned, serviced, maintained or repaired by Solar MD or a person approved by Solar MD;
 - 8.1.3. The Goods or their components have been operated contrary to their intended use or in a manner that is inconsistent with any applicable instructions in the installation and operating manual issued by Solar MD;
 - 8.1.4. The Goods or their components have been operated with inverters, rectifiers or other power electronics not listed in the installation and operating manual issued by Solar MD without the written approval of Solar MD prior to the installation of such inverters, rectifiers or other power electronics;
 - 8.1.5. Regarding commercial projects that involve Goods with an aggregate Battery output of more than 71.5kWh, such Goods or their components have been removed from the initial commissioning location or moved to another location without the prior written approval of Solar MD;
 - 8.1.6. The Goods or their components have been out of service for more than 6 (six) months after their initial commissioning;
 - 8.1.7. The Goods or their components have been resold, recycled or reused without the prior written approval of Solar MD;
 - 8.1.8. The Goods or their components have not been operated within 6 (six) months from the date on which they are dispatched to the Distributor by Solar MD;
 - 8.1.9. Software updates or upgrades recommended by Solar MD were not installed timeously or correctly;
 - 8.1.10. The Goods or their components were modified, altered, repaired, disassembled, replaced or tampered with by the Distributor or third parties

(including, without limitation, the Customer) without the written consent of Solar MD;

- 8.1.11. The Goods or their components are defective as a result of Solar MD following any drawing, design or specification supplied by the Distributor or the Customer;
- 8.1.12. The Goods or their components are defective as a result of fair wear and tear, wilful damage, negligence or abnormal storage or working conditions;
- 8.1.13. The Goods or their components differ from their description and any applicable specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements;
- 8.1.14. The Goods or their components were exposed to external and unusual electrical stress, including, without limitation, voltage surges, and/or inrush current from the grid or power conversion system to which the Goods or their components are connected;
- 8.1.15. The Battery cells were exposed (even temporarily) to voltage overcharge (equal to or above 3900mV) or under-discharge (equal to or below 2000mV) caused by factors external to the Goods;
- 8.1.16. The Goods or their components were not used in a manner consistent with applicable health and safety laws;
- 8.1.17. The Goods or their components were damaged by carrier handling arranged by a party other than Solar MD or a third party authorised by Solar MD;
- 8.1.18. The Goods or their components are impaired or damaged as a result of their continued use or operation after pre-existing issues relating to Battery performance or pre-existing defects in such Goods have been notified to Solar MD under Condition 2 or 3 (as the case may be);
- 8.1.19. The Goods or their components were exposed to force majeure events, including, without limitation, lightning, fire, earthquakes, natural disasters or harmful environmental conditions (such as air pollution, smoke, saltwater, or sulphur corrosion); or
- 8.1.20. The Distributor or Customer (inclusive of their respective employees, agents, representatives and/or contractors) contributed, whether directly or indirectly and whether wholly or partially, to the impairment, damage or destruction of the Goods or their components.
- 8.2. If any of the circumstances set out in Condition 8.1 are present, it will be presumed that such circumstances have contributed, where wholly or partially and where directly or indirectly, to the impairment, damage or destruction of the Goods or their components covered by the warranties provided in this warranty statement. However, the Customer has the option to rebut this presumption by providing credible evidence demonstrating that such circumstances did not contribute to the impairment, damage or destruction of the Goods or their components covered by the warranties provided in this warranty statement.
- 8.3. Solar MD reserves the right to inspect, either directly or via a third party authorised by Solar MD, the installation of the Goods and review maintenance and operation

procedures followed in respect of the Goods to determine if any issue or defect arose in or as a result of any of the circumstances set out in Condition 8.1.

- 8.4. The limited warranties provided in this warranty statement are expressly in lieu of and exclude all other warranties implied by statute, common law, custom, trade usage, course of dealing or otherwise (including, without limitation, suitability of the Goods), and all other obligations or liability on Solar MD's part, to the fullest extent permitted by law. Solar MD neither assumes nor authorises any other person to assume for Solar MD any other liability in connection with the sale of the Goods. No action by the Distributor or Customer shall operate to extend or revive these limited warranties without the prior written consent of Solar MD.
- 8.5. In the event of any breach of any warranty by Solar MD in terms of this warranty statement, Solar MD's liability shall be limited exclusively to the remedies (at Solar MD's sole option) of repair or replacement of any defective Goods or component(s) covered by the warranties provided in this warranty statement. In no event shall Solar MD, or any subsidiary or division thereof, be liable for incidental, indirect, consequential or other damages or losses resulting from a breach of warranty including, without limitation, labor costs, loss of use of other equipment, loss of production, third party repairs, lost profits, lost time, towing or hauling of equipment, rental costs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of data, loss of service of personnel, or failure of equipment to comply with any national, provincial, or local laws.

9. Out of Warranty Services

For damage or impairments to the Goods not covered by this warranty, Solar MD shall provide a charged repair and replacement service in respect of such Goods for a period of 15 (fifteen) years from the date of their purchase by the Distributor from Solar MD. In such instance, Solar MD shall charge for all costs it incurs to provide such service, including costs for materials, labour, warehousing, transportation, customs duties, analyses, management and disposal (if applicable).

10. Limitation of liability

- 10.1. Subject to the provisions of this warranty statement, all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise are, to the fullest extent permitted by law, are excluded from the sale of Goods by Solar MD to the Distributor and any subsequent resale of such goods by the Distributor to the Customer.
- 10.2. Solar MD shall not be liable to the Distributor or any third party (including, without limitation, the Customer) for any pure economic loss, loss of profit, loss of business, loss of use, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for indirect or consequential loss, damage or compensation whatsoever (howsoever caused) which arises out of or in connection with the supply or performance of the Goods.
- 10.3. Solar MD shall not be liable to the Distributor or any third party (including, without limitation, the Customer) for any claims for losses or damages that may arise, whether directly or indirectly and whether in whole or in part, as a result of or in connection with any event(s) or circumstance(s) beyond the reasonable control of Solar MD, including, without limitation, any negligent or willful act or omission on the part of any supplier of Solar MD or the Distributor (inclusive of such supplier's

personnel and contractors). Without limiting the generality of the above, Solar MD does not undertake, and shall therefore in no way be responsible for any claims for losses or damages that may arise from, the installation of the Goods.

- 10.4. Solar MD shall under no circumstances be liable in terms of this warranty statement for any duties, taxes, environmental fees (including, without limitation, fees relating to the disposal or handling of Batteries) or any other charges whatsoever.
- 10.5. To the fullest extent permitted by law, under no circumstances shall Solar MD be liable for (i) the death of, or injury to, any natural person; (ii) an illness of any natural person; (iii) any loss of, or physical damage to, any movable or immovable property; and (iv) any economic loss that results from any harm contemplated in (i) to (iii); where any such harm results, whether directly or indirectly and whether wholly or partially, from any act or omission on the part of the Distributor or the Customer (or their respective employees, agents, representatives or contractors) in relation to the resale, installation, commissioning, use, operation, maintenance, servicing or disposal of the Goods or their components.
- 10.6. While lithium-ion batteries provide an effective and efficient source of power and are generally safe during normal use in normal conditions, the likelihood of them overheating, catching on fire, and even leading to explosions increases when they are damaged or improperly used, charged or stored. It is the responsibility of the Distributor, the Customer and any person who accesses or uses the Goods to carefully read and follow Solar MD's or the applicable manufacturer's guidelines and instructions in any form that these may be issued. It is the responsibility of the Distributor, the Customer and any person who accesses or uses the Goods to possess sufficient knowledge and experienced to use, operate, install, commission, and/or keep the Goods in a reasonable and prudent manner. Solar MD is under no obligations in respect of any claim that may be brought against Solar MD from all the consequences of: (i) the Goods are used, operated, installed, commissioned or kept in any manner which is inconsistent with Solar MD's or the applicable manufacturer's guidelines and instructions or terms or conditions or in a manner otherwise inconsistent with what is expected of a reasonable person in the circumstances, including without limitation, the improper use, charging, disposal or storage of Batteries or use of damaged Batteries; (ii) the combination, operation, or use of the Goods with other goods not provided by Solar MD, if any claim would have been avoided in the absence of such combination, operation, or use; or (iii) modification, alteration, or enhancement to the Goods not performed or expressly authorised by Solar MD.
- 10.7. Save to the extent stipulated in the installation and operating manual, together with any guidelines and instructions issued to the Distributor by Solar MD, Solar MD does not provide support to its customers in relation to the integration of the Goods with third-party systems, equipment and infrastructure. Accordingly, the Distributor, the Customer and any person who accesses or uses the Goods (i) is solely responsible for taking and shall take all independent advice reasonably necessary to integrate the Goods with third-party systems, equipment and infrastructure and attend to all activities incidental thereto (including, without limitation, the storage, transportation, set up, installation, commissioning, servicing and/or

maintenance of the Goods) in accordance with these terms; and (ii) places no reliance on any views that may be shared by Solar MD or its representatives in relation to such integrations and incidental activities.

11. General

11.1. Neither the Distributor nor the Customer (inclusive of their respective employees and representatives) is authorised to modify the provisions of the Warranty Statement, unless such modification is made in writing and signed by an authorised officer of Solar MD.

11.2. This warranty statement does not affect any statutory rights that may apply to Solar MD, the Distributor or the Customer.

11.3. The warranties and conditions provided in this warranty statement are governed by, and shall be construed in accordance with, the laws of the Republic of South Africa.

Please contact the Distributor for any warranty service questions regarding the warranties covered by this warranty statement.

BATTERY PERFORMANCE WARRANTY SCHEDULE

No.	Battery Model	Nominal Capacity	Cycles	Threshold, Energy Throughput	Period (for purposes of Condition 2.1.1)
1.	SS4143	14.34kWh	6000	60 MWh	12 years
2.	SS4160	16 kWh	7000	84 MWh	12 years
3.	SS4083	8.3 kWh	6000	26 MWh	10 years
4.	SS214	14.3 kWh	6000	60 MWh	12 years
5.	SS216	16 kWh	7000	84 MWh	12 years
6.	SS6143	14.3 kWh	6000	60 MWh	12 years
7.	SS6160	16 kWh	7000	84 MWh	12 years

DEFECTS WARRANTY SCHEDULE

No.	Product	Period (for purposes of Condition 3.1.1.2)
1.	Logger V2	1 years
2.	BMU H17_V2	2 years
3.	BMS various versions	2 years
4.	CB52X_HV-H8-R1 + cable	10 years
5.	CB52X_HV-H6-R2 + cable	10 years
6.	CB52X_HV-H9-R2 + cable	10 years
7.	CB52X_HV-H9-R2_Outdoor + cable	10 years
8.	CB35 Cabinet + cable	10 years
9.	CB36 Cabinet + cable	10 years
10.	CB35 Cabinet side cover	10 years
11.	CB36 Cabinet side cover	10 years