Pylon Technologies Co., Ltd.
No.300, Miaoqiao Road, Kangqiao Town, Pudong, Shanghai 201315, China

Consumer Warranty – Fidus series ESS Battery System

1. Consumer Laws

If you acquire the Product from an Authorized Reseller in the Territory and the Consumer Law applies, the Product comes with guarantees that cannot be excluded under the Territory 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

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

This warranty commences the period of Ten (10) years from the earlier of:

1. the date of installation of the Product; or
2. six (6) months after the date the Product was manufactured,

Or, the Maximum Throughput is reached, whichever comes first.

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

This warranty only covers the repair or replace of a defective Product. Pylontech will repair or replace the Product if the Product is defective and returned 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.

3. Warranty Conditions

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

1. is purchased from Pylontech or an Authorized Reseller in the Territory;
2. has the official Pylontech serial number;
3. is installed in the Territory;
4. is installed, operated and maintained in accordance with the Product Manual; and
5. be used on a daily cycle basis and only for energy storage system,

4. Claim

Claims can be made to the Authorized Reseller from whom the Product was purchased or from Pylontech directly.

You must, within 48 hours of a defect being discovered, notify Pylontech 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 Road, Kangqiao Town, Pudong, Shanghai, China
Post Code: 201315
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 a Territory 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).

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 battery module.
b) The ambient temperature of the Product must be 25℃±2℃
c) The initial temperature of the battery pods must be 25℃±1℃
d) Constant voltage(57.6V) constant current (0.2C-rate) charge till all the cell voltage above 3.50Vdc or till charge current less than 1Amps.
e) Constant voltage(46V) 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.

5. 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. Inverter or charger failure;
2. The Product being installed with inverters or charger which have not been certified by Pylontech;
3. The Product being installed in an environment out of the operation range listed in the Product Manual.
4. Battery has not been operated properly according to the product manual.
5. You treat the Product improperly, negligently or in any other inappropriate way, including using the Product outside the recommended condition in accordance with the Product Manual;
6. Transportation, including but not limited by dropping, trampling, deforming, impacting, or spearing with a sharp item;
7. Storage, installation, commissioning, modification or repair of the Product that has been performed by a person other than Pylontech or a Pylontech's certified installer;
8. 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;
9. Any attempt to extend or reduce the life of the product without written confirmation from Pylontech, whether by physical means, programming or others;
10. Removal and reinstallation at another place from the original installation without the written confirmation from Pylontech;
11. Conductive dust or corrosive gas;
12. The Product has been connected with different type battery modules;
13. Battery have been connected with battery not from Pylontech;
14. Failure to install, operate or maintain the product in accordance with the Product Manual;
15. Normal wear and tear or deterioration, or superficial defects, dents or marks that impact the performance of the Product; and
16. Theft or vandalism of the Product or any of its components.

6. General provisions

This warranty is subject to the law of the 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.

7. 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 60% of the Nominal Energy during the Warranty Period.
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:

Model / C-rate	⩽0.5C	⩽1C
FB-L-5.12-EU	2.8 MWh	2.5 MWh
FB-L-5.12-EU-Pro	2.8 MWh	2.5 MWh
FB-L-16	2.8 MWh	NA
FB-L-16-Pro	2.8 MWh	NA

*FB-L-5.12 series battery does not support any continuous operation of over 1C-rate;

*FB-L-16 series battery does not support any continuous operation of over 0.5C-rate;

*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 FB-L-5.12-EU/FB-L-5.12-EU-Pro/FB-L-16/FB-L-16-Pro ESS battery system manufactured by Pylontech;
7. **Product Manual** means the instructions and manuals issued by Pylontech with the Product that set out how the Product should be installed and operated.
8. **Pylontech** means Pylon Technologies Co., Ltd of No.300, Miaoqiao Road, Kangqiao Town, Pudong, Shanghai, China
9. **Territory** means European Union and United Kingdom.
10. **You** means the 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
General Manager, International Division, Pylon Technology.

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