

# **WARRANTY TERMS**

FOR ENERGY STORAGE SOLUTIONS

PowerBrick Pro ESS System



# **After-sales service and Limited warranty letters**

#### 1. Definition

- **1.1 End User** (hereinafter "Buyer") is the buyer who puts the Products into operation for the first time via the way authorized by Dyness.
- **1.2 Authorized Seller** is the Agents, Distributors, Partners, etc. authorized by Dyness.
- **1.3 Product** means PowerBrick Pro ESS battery system manufactured by Dyness.
- **1.4 Dyness** means Dyness Digital Energy Technology Co., LTD., Ltd of No. 688 Liupu Road, Guoxiang Street, Wuzhong Economic Development Zone, Suzhou City.
- **1.5 Product Manual** means the instructions and manuals issued by Dyness with the Product that set out how the Product should be installed and operated.
- **1.6 Region** means Europe.
- **1.7 Cycle** means Battery discharged from 100% to 0%, then recharged back to 100%. If the battery is discharged from 100% to 50% and then recharged back to 100%, this counts as 0.5 cycles; repeating this process (discharging another 50% and fully charging) accumulates to 1 cycle.

### 2. Product Warranty

Dyness warrants that the product will be free from defects in materials or workmanship during the warranty period.

#### 2.1 Warranty start date definition

The Warranty Period shall commence from the earlier date of the following:

- (1) The date of when the first installation of the warranted product is completed
- (2) 180 days after the date of shipment from Dyness Digital Energy Technology Co., LTD.

#### 2.2 Warranty Period

PowerBrick Pro ESS System:

No.	<b>Product Name</b>	Product Description	<b>Warranty Period</b>
1	PowerBrick Pro	System battery unit.	Ten (10) years

This warranty does not include any accessories and tool kit items provided along with the Product. Products are unavailable to protect itself from the deep discharge/charging in condition of without communication connection. For products used without communications, the warranty period is three (3) years from the warranty start date

This warranty only covers the repair or replace of a defective Product. Dyness 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.

#### 2.3 Performance Warranty



#### 2.3.1 Capacity performance warranty

- 2.3.1.1 Dyness warrants that the Product will (1) retain seventy percent (70%) of its Usable Energy for ten (10) years from the Warranty Start Date; or (2) reach the Minimum Throughput Energy, whichever comes first, on the condition that the Product is operated in a normal manner that adheres to the product manual provided by Dyness.
- 2.3.1.2 The Minimum Throughput Energy means the total output energy of the Product recorded in the control module of the Product.
- 2.3.1.3 The Usable Energy and Minimum Throughput Energy for Product Model are set out in the table below:

Product Model	Usable Energy(kWh)	Minimum Throughput Energy (MWh)
PowerBrick Pro	13.619	42.253

#### 2.3.2 Capacity measurement condition

Ambient temperature: 25~30°C

Initial battery temperature from BMS: 25~30°C

#### 2.3.3 Charging/discharging method

#### Charging/Discharging method

Product Type	Charge:	Discharge:
PowerBrick Pro	· · · · · · · · · · · · · · · · · · ·	(0.2)CC (Cut-off voltage: (44.8)V)/Current at (0.2)C

Note. Current and voltage measurement at battery DC side

#### 2.4 Warranty Conditions

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

- 2.4.1 Purchased from Dyness or an authorized seller of Dyness.
- 2.4.2 Follow the instructions in the product manual for installation and maintenance.
- 2.4.3 Installation within the applicable region of this document.

# 3. Exclusion of Warranty

Damage to the Products resulting from any of following activities is not covered by this Limited Warranty:

- (1) Without payment to the Seller, the Buyer may pay the unpaid amount to the Seller in support of the warranty claim under the circumstances that the Seller has the right to refuse the warranty request in accordance with this clause.
- (2) Not complying with Dyness's official user manual of the product and "Appendix 1 Usage and Transportation requirements".
- (3) Product damage caused by modification, alteration, disassembly, repair or replace maintenance

- and other services conducted by personnel unauthorized by Dyness.
- (4) Damage or defect arise due to the buyer's unauthorized use of his own design, materials, mixed, function changed or service to the Products.
- (5) Product damage and defect caused by buyer's improper use, mixed-use, misuse, abuse, which non-conforming with User Manual.
- (6) Appearance damage, deformation, abrasion, stain, rust, mildew, or similar external influences caused by the buyer during use.
- (7) Improper transportation, storage, installation, wiring and use with faulty or incompatible devices by Buyer. If Buyer fails to use the original packaging materials provided by Seller during the transportation of the equipment, the Products damage or failure shall not fall under the warranty scope of the product.
- (8) The model number, nameplate or product serial number of the product has been altered, erased or unrecognizable or the tamper-evident logo has been arbitrarily damaged.
- (9) Products suffered any external influences including unusual physical, natural force, electrical stress (power failure surges, inrush current, lightning, flood, fire, accidental breakage, etc.)
- (10) Product damage caused by external force, force majeure (causes of natural disasters such as unforeseeable, unavoidable and insurmountable objective events, including but not limited to war, civil war, strike, riot or other activities intervened by government, terrorism, war, riots, strikes, unavailability of suitable and sufficient labor or materials and other events which are out of control of Dyness) or other third party.
- (11) Removal and reinstallation at another place from the original installation without the written confirmation from Dyness.
- (12) Damage of Products arise due to renewal of the national or regional laws or regulations.
- (13) Product damage and defect caused by End User deliberately or by willful act.
- (14) Use of an incompatible inverter, rectifier or PCS.
- (15) Products failure is not reported to Seller or Dyness Authorized Service Partner within 2 weeks of appearance.
- (16) Purchase and installation of the Product in an area other than the local area.
- (17) Warranty period specified above has already expired.

#### 4. Claim

The end user must notify Dyness of any claims within 48 hours of discovering a defect through the following methods:

- (1) If the end user has registered the product on the Dyness APP or web platform, please select "Apply for After-Sales Service" under the issue feedback section on the APP or web platform.
- (2) If the end user has not registered the product on the Dyness APP or web platform, please fill out the warranty card provided with the product upon purchase. Please send a copy of it via email to the following Dyness email address, or deliver or email it to the authorized dealer from whom you purchased the product.



Responsibility and Obligation.

- (1) If the product fails, the Buyer shall cooperate with the Seller to obtain the faulty equipment usage information, including but not limited to: faulty equipment serial number, working temperature, usage mode, supporting energy storage inverter manufacturer/model/specification, power consumption equipment power information, PV system configuration information, fault phenomena, operating procedures, battery operation logs, etc.
- (2) When both parties agree that the product belongs to the warranty scope, Dyness or Dyness authorized sellers can repair or replace the non-conforming products or parts. Before repairing or replacing the non-conforming products, the Buyers shall confirm with the Dyness or Dyness authorized sellers in writing and provide the serial number of the failure equipment and the serial number of the spare parts to be installed in time. The warranty period of the replacement product shall follow the remainder of the original product warranty period.
- (3) If the two parties disagree with whether the faulty equipment meets the warranty conditions, the products may be tested jointly by the ways approved by both parties, or the products shall be submitted to the third-party testing institutions recognized by both parties. Both parties can provide reasonable opinions on the test methods, basis and conclusions. The testing fee shall be borne by the Buyer first. If the testing result proves that the product meets the warranty conditions, the Seller shall pay the transportation fee and testing fee generated in full to the Buyer, and assume the responsibility for the faulty equipment warranty.
- (4) If the product is out of warranty or not covered by the warranty, Dyness may (in its discretion) provide certain after-sales service to Original Buyer, but all the costs and expenses, such as parts, labour costs and travel expenses, shall be borne by Original Buyer, Please refer to the after-sales service policy document for details.

Dyness reserves the rights to refuse product warranty claim for lacking proper documentation and information.

For a Warranty Claim to be processed, it must include but not limited following items:

- (1) Proof of the original
- (2)Description of the alleged defect(s) from authorized service center
- (3)The relevant Product's serial number and the start date of the warranty

Claims can be submitted directly to Dyness through the following channels:

Email: Service@dyness-tech.com

Phone: +31 10 30 717 52

Website: <u>www.dyness.com→Service→After-sales</u>

ems.dyness.com (European End User Side) partner.dyness.com (European Partner Side) apacems.dyness.com (APAC End User Side) apacpartner.dyness.com (APAC Partner Side)



## 5. Applicable Law

The Warranty is subject to the local legislation and regulations. The certified which is excluded in the English language shall prevail in the event of conflict between the English version and the translated Chinese version.

This basic warranty applies to products without specific geographic restrictions. In cases where versioned warranty documents exist for specific jurisdictions, the following precedence order shall be followed: the version with more specific geographic jurisdiction takes precedence; when equally precise regional versions are available, the latest revised version shall prevail.

The company reserves the right to provide the final interpretation of the warranty terms, which maybe subject to further investigation if necessary.



# **Discover Your Nature**

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