# Warranty Terms and Conditions for C&I Energy Storage System For BayWa r.e. Solar Trade Holding GmbH

**Effective Date: Dec 8th, 2025**

**Document Version: 3.0**

**Applicable for: PC-MINI (IA-29.9kW/100kWh-EC10, IA-30kW/100kWh-EC10, IA-40kW/100kWh-EC10, IA-50kW/100kWh-EC10)** C&I Energy Storage System (hereinafter referred to as "Product" or "Products") purchased and installed only in the following countries or regions:

European Union (Austria, Belgium, Bulgaria, Denmark, Croatia, Cyprus, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Sweden, Slovakia, Slovenia, Spain, Czech Republic); Bosnia and Herzegovina, Norway, Scotland, Switzerland, Albania, Serbia, Montenegro, North Macedonia and United Kingdom. Countries not listed have different warranty conditions. (hereinafter referred to as the "Territory")

This Warranty Terms and Conditions for C&I Energy Storage System (hereinafter referred to as the "Warranty") as described below applies to the Products supplied by Jiangsu Weiheng Intelligent Technology CO., LTD. and its affiliates (hereinafter referred to as "WHES"). An affiliate means a company that belongs to the same group of companies as WHES, characterized by a direct or indirect control relationship.

This Warranty is provided exclusively to the original purchaser of the Product from WHES (hereinafter referred to as the "Purchaser"). For the avoidance of doubt, the Purchaser includes the end user who purchases the Products from WHES directly and distributor, reseller, or accredited electrician who purchases the Products from WHES directly and supplies the Products to the end user. This Warranty is non-transferable.

The Warranty on the Products provided by WHES applies exclusively to Purchaser qualified as professionals, meaning an individual or entity purchasing the Product as part of their professional or business activities (hereinafter "B2B"). Consequently, all provisions of this Warranty exclude the application of consumer protection laws provided by national legislation and European directives.

**DISCLAIMER: PLEASE NOTE THAT THE PRODUCT COMPONENTS WARRANTY AND THE PERFORMANCE GUARANTEE OUTLINED HEREIN ARE VALID ONLY IF THE PRODUCT IS OPERATED UNDER NORMAL USE AND IN ACCORDANCE WITH THE SPECIFICATIONS AND MANUALS PROVIDED BY WHES.**

For the avoidance of doubt, **normal use** requires strict compliance with the following Operating Environment Parameters:

(i) Cell Operating Temperature: 15℃~35℃;

(ii) SOC Operating Range: 0%~100%;

(iii) Charge/Discharge Rate: ≤0.5P;

(iv) Other Requirements: Storage and usage conditions shall strictly comply with specifications in the user manual provided by WHES.

(v) The use of battery shall not be over 2 cycles per day.

## 1、Duration of the Warranty

The Warranty Start Date is calculated from the earlier one of (i) its first installation or (ii) three months after the delivery (Incoterms 2020) of the Products to the Purchaser, whichever comes first. The Purchaser shall notify WHES of the first installation date and submit supporting documentation within 10 business days thereof.

**The Product Components Warranty**:

| Items | Warranty Period |
|---|---|
| **Battery Pack of**<br>**DC-100kWh-EC00**<br>**DC-100kWh-EC10**<br>**DC-86kWh-EC00**<br>**DC-71kWh-EC00**<br>**DC-57kWh-EC00** | 5 years |
| **THA-29.9kW**<br>**THA-30kW** | 5 years |

| | |
|---|---|
| **THA-37.5kW**<br>**THA-40kW**<br>**THA-50kW**<br>**THA-30kW-ND**<br>**THA-40kW-ND**<br>**THA-49kW-ND**<br>**THA-50kW-ND** | |
| **Controller and HVAC** | 2 years |
| **All other accessories except those listed above.** | 1 year |

During the warranty period, WHES provides, at its sole and own discretion, repair services or replacement parts when the Product normal functions cannot be used due to defects in materials, manufacturing or workmanship, due to non-compliance with published product specification.

The duration of the Warranty will not be recalculated if any part of the Product is repaired or replaced.

**2、The Product Battery Performance Guarantee**

WHES guarantees that the Product Battery retains seventy percent (70%) of Usable Energy, for ten (10) years, which is calculated from the Warranty Start Date.

| Item | performance Guarantee Period | SOH |
|---|---|---|
| **Battery Pack** | 10 years | 70% |

**The Product Battery Retention Capacity Test Method: Standard capacity test conducted at 0.5P under 25℃ ambient temperature.**

**DISCLAIMER: PLEASE NOTE THAT THE PERFORMANCE GUARANTEE OUTLINED HEREIN COVERS ONLY THE BATTERY PACKS.**

**3、Preconditions for Warranty**

1) The Products must have been installed and correctly commissioned by a licensed installer in compliance with local regulations including but not limited to PGS 37-1. Proof may be required of correct commissioning of the Product (such as certificates of compliance). Claims for failures due to incorrect installation or commissioning are not covered under this Warranty.

2) This Warranty does not extend to any Products that have been completely or partially disassembled or modified, except where such disassembly is carried out by WHES or it's designated after–sales department.

3) The terms of this Warranty cannot be amended except in writing by one of our authorized officers.

4) Any warranty claim under this Warranty must meet the requirements set out below in the “How to Make a Warranty Claim” section.

5) The Purchaser shall correctly transport, install, operate, store, and use the Product according to User Manual and Installation Guidance (available on the website: https://www.whes.com/ ).

6) The Products shall be connected to WHES Cloud for real-time data transmission; Otherwise, the necessary operation data must be provided every 3 months, including but not limited to a fault information table listing all fault alarm names and times such as overcurrent and overvoltage related to PCS faults and overvoltage and overtemperature related to BMS cells, fault waveform data such as grid voltage waveform, PCS power waveform, current waveform, voltage waveform and SOC, operation strategy information such as charging, discharging, standby and power in each state, and other equipment operation information such as liquid cooling system, fire protection system, and any other essential data required by analysis for the Products. Such data can be provided to the wholesaler or installer in compliance with applicable data security regulation. The provision of necessary operation data is a prerequisite for the Warranty. If the Warranty cannot be carried out due to the failure of the Purchaser to provide the data, the Purchaser shall bear all relevant costs. WHES shall not be liable for any compensation until the Purchaser provides the necessary operation data within the warranty period.

7) The warranty coverage is limited to the territory specified in the sales contract or purchase order. This warranty does not apply to claims made outside of this specified territory. Additionally, it does not cover claims within the specified territory if they occur during a state of war or chaos.

8) The warranty does not extend to other technical support requests that do not fall under the category of quality issues following relevant technical analysis. Should you require technical assistance, you may acquire pertinent services by making payment.

## 4、General Exclusions

The Warranty does not apply to any defect or energy capacity shortfall resulting from any of the following, each of which may result in the Warranty being voided:

1) abuse, misuse, or negligence;

2) as a result of changes that occur in the condition or operational performance of the Product due to climate or other environmental influence, foreign material contamination (e.g. dirt, smoke, salt, chemicals, and other impurities), water entry, exposure to excessive heat or solvents or because of use of the Product with insufficient ventilation (in particular the maximum temperatures according to the operating manual), exposure to strong vibrations, exposure to a strong magnetic field or damage as a result of Force Majeure event outside the reasonable control of WHES;

3) storage, installation, commissioning, modification, or repair of the Product, or opening of the external casing of the Product, that is performed by a non-licensed installer or not in compliance with local regulations including but not limited to PGS 37-1;

4) failure to operate or maintain the Product in accordance with the Product manual provided by WHES;

5)any attempt to modify the Product, whether by physical means, programming, or otherwise, without the express written consent of WHES;

6) removal and reinstallation of the Product at a location other than the original installation location, without the express written consent of WHES;

7) due to accidental damage, theft or vandalism, or use of the Product for a purpose or in environmental conditions for which the Product was not designed for or sold, or use of the Product outside the specified or normal operating ranges for such Products;

8) Non-compliance with applicable regulations and standards;

9) Damage or accidents due to third parties' actions or any other reasons different from the standard use of the Product;

10) Deep discharge or internal cell imbalance due to the negligence of the Purchaser, including situations where the batteries are turned off for extended periods or are in a state that hinders their normal operation;

11) After delivery, if the Product does not run or has been shut down for more than three months, the capacity SOC is lower than 50%, causing serious battery

attenuation;

12) Improper implementation and/or usage of Third party accredited EMS (Energy Management System) and/or communication loss, not caused by WHES;

13) Inadequate ventilation and circulation resulting in minimized cooling and natural air flow.

14) Abnormal operations, e.g., over temperature or overcharge due to the negligence of the Purchaser.

15) Damages caused by outdated firmware due to the customer's failure to follow the instruction of WHES to update the firmware.

In addition, this Warranty does not cover:

1) normal wear and tear or deterioration, or rusting, or superficial defects, dents or marks that do not impact the performance of the Product;

2) noise or vibration that is not excessive or uncharacteristic and does not impact the Product's performance;

3) damage of deterioration that occurs after the expiration or voiding of the Warranty period;

4) failure of the Products arises due to renewal of the national or regional laws or regulations.

**5、 Warranty Restriction**

Unless otherwise specified herein, to the extent permitted by applicable law, the Warranty shall be exclusive and replace all other guarantees and remedies, oral or in writing, expressed or implied. To the extent permitted by applicable law, WHES expressly rejects any and all legal or implied warranty, including but not limited to warranties of merchantability, fitness for a particular purpose, and hidden or potential defects. If WHES cannot abandon implied warranty as prescribed by applicable law or the guarantee specified by applicable laws, all of such guarantees and warranties shall limit to implied warranty as prescribed by applicable law or the scope within applicable laws and shall be under mandatory application according to applicable law.

No distributor, agent or staff of WHES and / or WHES Authorized Service Partner is authorized to make any revision, extension or addition to the quality warranty. The legality and enforceability of remaining clauses herein shall not be affected or damaged if any of clauses herein is adjudged to be illegal or unenforceable.

Unless otherwise specified herein, to the maximum range permitted by applicable law, WHES will not be liable for any indirect, special, accidental or derivative losses caused by the purchase or use of Products and its system, including but not limited to the loss of use, loss in income, actual or expected loss in revenue (including contract revenue losses), loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation, personal injury or damage loss, or the indirect or derivative loss or damage (including any expense arising from the replacement of equipment and property, resumption of production, etc.) caused by any reasons. WHES'S LIABILITY FROM ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER TO WHES FOR SUCH PRODUCT GIVING RISE TO THE LIABILITY. EXCEPTED FROM THIS IS LIABILITY ON THE GROUNDS OF CULPABLE INJURY TO LIFE, PHYSICAL INJURY, OR INJURY TO HEALTH AND THE MANDATORY LIABILITY FROM INTENT OR GROSS NEGLIGENCE.

WHES'S OBLIGATIONS UNDER THIS WARRANTY ARE EXPRESSLY CONDITIONED UPON SETTLEMENT TOWARDS WHES, ITS AFFILIATES OR DISTRIBUTORS OR ITS AUTHORIZED AGENTS (INCLUDING INTEREST CHARGES, IF ANY) OF ALL DUE PAYMENTS FOR THE PRODUCTS. DURING SUCH TIME, AS LONG AS WHES HAS NOT RECEIVED PAYMENT OF ANY AMOUNT OWED FOR THE PRODUCTS, IN ACCORDANCE WITH THE CONTRACT TERMS UNDER WHICH THE PRODUCT IS SOLD, WHES SHALL HAVE NO OBLIGATION UNDER THIS WARRANTY. ALSO DURING SUCH TIME, THE PERIOD OF THIS WARRANTY SHALL CONTINUE TO RUN AND THE EXPIRATION OF THIS WARRANTY SHALL NOT BE EXTENDED UPON PAYMENT OF ANY OVERDUE OR UNPAID AMOUNTS.

## 6、 Limitation on Use

The Product is not intended for use as a primary or backup power source for life-support systems, other medical equipment, or any other use where product failure could lead to injury to persons or loss of life, or catastrophic property damage. To the extent permitted by law, WHES disclaims any and all liability arising out of any such use of the Product. Further, WHES reserves the right to refuse to service any Product used for these purposes and disclaims any and all liability arising out of WHES's service or refusal to service the Product in such circumstances.

## 7、Warranty Services

WHES provides warranty services to the Purchaser, including Remote Support and Hardware Support in case of the Product faults. Warranty services do not include modifications to the existing photovoltaic system of the Products, building wiring or other related devices. WHES provides the following services at its sole and own discretion:

**1) Remote Support**

Remote Support means WHES provides solutions for technical enquiry or problem of the Product by telephone or Email.

Remote Support includes problem handling and technical enquiry. The problem handling service provides solutions to problems related to the Product during the warranty period for free.

WHES provides paid consultations for other matters beyond the scope of the Warranty.

Remote Support: Contact WHES through Service Mailbox:

aftersales@whes.com

**2) Hardware Support**

WHES hardware support ensures the Product run stably.

Subject to the validity of the warranty claim, Hardware Support is limited to part-level replacements and does not cover full-unit or complete Product replacements. The performance of the replacement parts provided by WHES is not lower than that of the faulty parts. However, WHES does not promise that the appearance of the replacement parts is the same as that of the faulty parts or that the replacement parts are new.

During the warranty period, WHES warrants that all hardware purchased shall

- Be replaced free of charge from defects in material, fabrication, and workmanship.
- Be replaced free of charge if it does not match to the published specifications.
- WHES shall send the replacement parts to the mutually agreed site within 10 business days after the Purchaser's warranty claim being confirmed valid. After receiving the replacement parts, the Purchaser should return/send the defective parts that is packed in the packaging from the replacement parts within 10 business days. Defective parts which is not returned in time for any reason may be invoiced.

- If WHES have provided spare parts in the sales contract or purchase order, these spare parts that have been sent to the Purchaser shall be used first. The Purchaser must return defective parts accordingly to WHES later. Only no spare parts in the Purchaser's site, WHES shall send replacement parts to the Purchaser when the warranty claim is valid.
- The replacement parts provided by WHES will be functionally equivalent (feature function, fit compatible, default software version) to the Purchaser's defective parts.
- On-site replacement shall be solely done by the Purchaser.
- Subject to the validity of the warranty claim, the shipment costs and the costs of custom clearance of the replacement parts and return of the defective Product shall be covered by WHES within the Territory.
- If an allegedly faulty Product is returned to WHES pursuant to this Warranty, and is found by WHES to be free of defects that would qualify it for replacement under this Warranty, or due to exclusions and limitations as stated in this Warranty, WHES will apply a flat-rate inspection charge for each Product and/or will seek to recover the full costs of the replacement Product and the transportation.
- All above mentioned support services are intended for the promissory WHES-made products. Vulnerable and consumable parts that are used widely such as cables are not within the scope of this Warranty.
- If the Purchaser fails to solve the existing problems, WHES could provide on-site technical services to the Purchaser.
- WHES reserves the right to arrange the warranty service for users and to use third parties for performing warranty works.

**8、Claim Procedure**

**1) Who can make a claim?**

Warranty claims can be only made by the Purchaser.

**2) Claim process**

If the Product fails within the Warranty period, the Purchaser must stop using the Product or the system in which the Product is installed as the case may be by isolating the Product from any energy source, make a claim as soon as possible and follow all instructions provided by us, or our representative or agents.

When contacting WHES either online or by Email, please provide the following information and documentation regarding the fault Product:

- A copy of invoice, receipt, warranty certificate, commissioning report or any other document which provides proof of purchase of the Product;
- Provide the Products for inspection, testing and correction;
- Product Nameplate, Model No. and serial number;
- Copy of the installation report, installation date and maintenance log;
- Error message on screen (if available) and additional information regarding the fault/error;
- Detailed information about the system design (modules, circuits, etc.);
- Complete operational data logs, Operation process and status information of Products, etc.

Notice: When making a claim under WHES's warranty terms, the Purchaser shall provide WHES with the above information and documents regarding the defective Product, if the claimant fails to provide the above information, the warranty claim may be rejected. WHES may ask for additional details depending on the fault conditions.

**Contact information:**

**WHES Service**

**Address:** Sheng Xiang, Yaxi community, Luoshe Town, Huishan District, Wuxi City

**Service Mailbox:** aftersales@whes.com

**Telephone:** +86 4008776999 (CN)

**Web:** https://www.whes.com

**3) Cost of claim**

Costs of Submitting a warranty claim for invalid claims under this Warranty, WHES will not be liable for any costs in making the warranty claim, including transport or return freight.

In respect of valid claims under this Warranty, the Purchaser will not be charged for reasonable costs associated with the making of a warranty claim, including warranty processing costs, the cost of replacement parts or freight, and labor costs associated with the Products removal and installation. Reimbursement for necessary and reasonably incurred costs or expenses in making valid warranty claims under this Warranty may be claimed from WHES.

If the Product is found not to be defective (either under this document or the

applicable local law) or the Warranty has expired, the Claimant will be responsible for the call-out fees, transportation and shipping fees, and/or repair costs invoiced by the WHES or the authorized seller.

**9、Data Protection**

To implement this Warranty, WHES collects, processes, and uses data provided by the Purchaser. The data collected will be used exclusively for Warranty management purposes and any repair interventions. If necessary, WHES may transfer this data to a third-party electrical company or other agents appointed by WHES for repairs, ensuring that these parties handle the data in compliance with the applicable data protection regulations.

In addition, WHES collects data on system operation and ensure safety. This data will be processed to protect the Purchaser's privacy and used only for the purposes stated. The Purchaser is required to inform the end user of their rights under the applicable data protection regulations, including access, rectification, deletion, and objection to data processing. WHES commits to ensuring that all data processing procedures comply with the applicable data protection regulations.

**10、Dispute Resolution**

In the event of disputes related to warranty claims, such disputes will be referred and definitively resolved under the applicable law clauses and the dispute resolution procedures outlined in the sales contract or purchase order between the Purchaser and WHES.

**11、Severability**

If any part, provision, or clause of this Warranty, or its application to any person or circumstance, is deemed invalid, void, or unenforceable, such decision will not affect and leave unaffected all other parts, provisions, clauses, or applications of this Warranty. For this purpose, such other parts, provisions, clauses, or applications of this limited Warranty shall be deemed severable.