



Manufacturer's Warranties for VARTA Residential Energy Storage Systems (VARTA Pulse, Pulse Neo & Element)

Applicable to VARTA Systems Operated Online and exclusively Used to Store Electricity from Photovoltaic Systems

Effective Date: 01.08.2021

1. General

1.1 VARTA Storage GmbH, having its principal place of business at 65 Nürnberger Straße, 86720 Nördlingen, registered in the Commercial Register of the Augsburg Local Court under HRB 27028, (“**VARTA Storage**”) as a manufacturer assumes the following **manufacturer's warranties** vis-à-vis End Customers for VARTA Residential Storage Systems (i.e. VARTA Pulse, Pulse Neo & Element), including their Battery Modules, manufactured by VARTA Storage and purchased by End Customers and installed on or after the Effective Date and exclusively used for the temporary storage of electricity generated by photovoltaic systems.

These Warranties apply only to those VARTA Systems that have been “operated online”, that means to those VARTA Systems

- that have been connected Without Interruption from the first installation of the VARTA System to the internet (**Warranty Condition Internet Connection**); and
- for which the online services provided by VARTA Storage in accordance with the “Online Services Agreement” offered to End Customers have been used at the latest without delay after the first installation of the VARTA System by the first End Customer who has operated the VARTA System (and, if there were any, have also been used by all subsequent End Customers) (**Warranty Condition Online Services**).

If the VARTA System has not been operated online as defined above (i.e. if the Warranty Condition Internet Connection and/or the Warranty Condition Online Services are not fulfilled), manufacturer's warranties for Varta Systems operated offline and/or online may apply (if any), provided that their warranty conditions are fulfilled and no reason for exclusion is given.

- 1.2 For the purposes of these Warranties, a “**Battery Module**” means a module consisting of a **battery** connected to **electronics** in a casing and assembled in such a way that both form a complete unit which cannot be separated or opened by the End Customer. “**VARTA System**” means the complete energy storage device, i.e. the casing including Battery Modules, electronic wiring and other electronics.
- 1.3 For the purposes of these Warranties, “**End Customer**” means any person who is the current owner of a VARTA System and has not acquired it for resale or to install it on behalf of a third party as part of his/her commercial or professional activity. This applies regardless of whether the VARTA System was purchased directly from VARTA Storage or from a (previous) End Customer or any other third party.
- 1.4 In addition to claims arising from these Warranties, the End Customer may also be entitled to statutory product liability claims or claims for defects, or any other claims under consumer law against VARTA Storage or the seller (e.g. for breach of consumer guarantees). The seller may be a person other than VARTA Storage. These rights which may be more favorable for the End Customer remain unaffected and are neither excluded nor replaced nor in any way limited by these Warranties.



2. Warranties for VARTA Systems Operated Online

VARTA Storage provides the following Limited Manufacturer's Warranties for VARTA Systems ("Warranties" and each a "Warranty") to the End Customers of the VARTA System only if all the following conditions are met.

2.1 Warranty Conditions

VARTA Storage provides the Warranty only if all of the following conditions are met:

- The End Customer has (and, if there were any, all previous End Customers have) operated the VARTA System Without Interruption from the first installation of the VARTA System (**Warranty Condition System Operation**) and it has been connected Without Interruption to the internet (**Warranty Condition Internet Connection**); and
- The first End Customer (who has operated the VARTA System) has entered into the "Online Services Agreement" with VARTA Storage at the latest without delay after the first installation of the VARTA System (and, if there are any, all subsequent End Customers have also entered into the "Online Services Agreement" with VARTA Storage at the latest without delay after the respective effective date of the acquisition of the VARTA System), and the first End Customer has (and, if there were any, all previous End Customers have) used the relevant online services for the VARTA System Without Interruption (**Warranty Condition Online-Services**) (available for download at: <https://www.varta-ag.com/en/consumer/service/downloads-energy-storage>); and
- The further **warranty conditions** as set out in clause 3 are fulfilled, and **no reason for exclusion** as set out in clause 4 is given.

"**Without Interruption**" means that the operation of the VARTA System, the internet connection or the use of the online services, respectively, has occurred continuously and without interruption; "Without Interruption" is also considered to be given when:

- The operation of the VARTA System or the internet connection, respectively, is only temporarily disrupted, that is for not longer than 24 hours, due to maintenance and service works; in case of longer disruptions for such works, only when the disruption occurred with prior the approval of VARTA Storage; or
- The operation of the VARTA System is temporarily not possible due to a defect of the VARTA System; or
- The internet connection or the use of the online services, respectively, is not possible, without the End Customer being responsible for this.

In case of Relocation of the VARTA System (e.g. in connection with the moving of the VARTA System to the premises of a new End Customer), "Without Interruption" is also considered to be given when the VARTA System has been de- and re-installed as set out in clause 3.1 by an Electrical Business. For the purposes of these Warranties, "**Relocation**" means moving to another mailing address.

2.2 Warranty for Battery Modules

A warranty claim exists if the **Battery Modules** of a VARTA System are defective (as defined below), for VARTA Systems used within **ten (10) years** from the date of the first installation of the VARTA System or before **4,000 Full Cycles** (as set out in clause 2.5) have been achieved, whichever occurs first.

For the purpose of this Warranty, the Battery Modules of a VARTA System are "defective" if their total capacity fails to reach **80% of their usable total capacity**. (The usable total capacity of a VARTA System can be found in the VARTA Storage data sheet of the VARTA System).



In case of a warranty claim (and provided that all Warranty Conditions set out in clause 2.1 and 3 are satisfied and no reason for exclusion as set out in clause 4 is given), VARTA Storage will, at VARTA Storage's choice, either repair the Battery Modules, or refund the fair value of the Battery Modules as set forth below:

a) **Repair Warranty for Battery Modules**

In case of a repair, VARTA Storage repairs the defective Battery Modules at its cost. The defective Battery Modules are repaired when their total capacity once again reaches 80% of its usable total capacity. For repair purposes, VARTA Storage may, for example, replace Battery Modules by new or reconditioned Battery Modules or repair Battery Modules by using new or reconditioned spare parts.

b) **Fair Value Warranty for Battery Modules**

In case of a fair value refund, VARTA Storage replaces the fair value of the defective Battery Modules, calculated on the basis of an assumed annual straight-line depreciation over a time period of ten (10) years from the date of the first installation of the VARTA System.

The calculation is based on the gross purchase price (less any discounts) paid by the End Customer for the Battery Modules according to the invoice or any other document which can give satisfying proof about the price paid by the End Customer. From the gross purchase price, the depreciation is calculated on a monthly basis, with a depreciation rate of 1/120 or approximately 0,833% per month.

2.3 **Warranty for VARTA System (excluding Battery Modules)**

A warranty claim exists if the **VARTA System (excluding Battery Modules)** is defective (as defined below), for VARTA Systems used within **ten (10) years** from the date of the first installation of the VARTA System.

For the purpose of this Warranty, a VARTA System (excluding Battery Modules) is "defective" if it no longer has the performance characteristics which the End Customer may expect according to the VARTA Storage product description.

In case of a warranty claim (and provided that all Warranty Conditions set out in clause 2.1 and 3 are satisfied and no reason for exclusion as set out in clause 4 is given), VARTA Storage repairs the VARTA System (excluding Battery Modules) at its cost. The VARTA System (excluding Battery Modules) is repaired when it once again has the performance characteristics which the End Customer may expect according to the VARTA Storage product description. For such purpose, VARTA Storage may, for example, replace the VARTA System (excluding Battery Modules) by a new or reconditioned system or repair the VARTA System by using new or reconditioned spare parts.

- 2.4 **Repairs, including replacements**, to be performed under the Warranties provided herein are undertaken at the cost of VARTA Storage (to do this VARTA Storage may instruct an electrical business, whose employees are qualified to repair energy storage systems). In the event that the respective VARTA System or Battery Module is no longer produced at the date of the warranty claim, VARTA Storage reserves the right to supply a different system or module, which has similar performance characteristics.
- 2.5 For the purposes of these Warranties, a "**Full Cycle**" of a battery means that the usable capacity of the battery has been discharged in full, and it is subsequently recharged to full charge. Partial cycles are added together for the calculation of full cycles. "**Partial cycles**" are the quantities of charge and/or discharge actions of the battery which do not reach a full charge or a full discharge capacity.
- 2.6 The Warranty period will not be extended where services are rendered in case of a warranty claim and in particular will not be extended where a VARTA System or a Battery Module are replaced. In this case the Warranty period will not recommence.
- 2.7 Warranty protection does not extend to:



- Damage to the VARTA System or Battery Modules caused by a third party (e.g. during installation or maintenance);
- Damage caused to other objects by the VARTA System or Battery Modules;
- Exhibition VARTA Systems or Exhibition Battery Modules;
- Damage to the VARTA System or Battery Modules caused by force majeure or natural disasters (e.g. water, frost, smoke and fire).

3. Warranty Conditions

The Warranties only apply if all of the following conditions are fulfilled:

3.1 The VARTA System must have been installed (in case of Relocation and any other case of new installation, de- and re-installed) in a workmanlike manner, at the End Customer's premises **according to the section *Installation of the instruction manual*** available for download at: <https://www.varta-ag.com/en/consumer/service/downloads-energy-storage>, **by an electrical business**, whose employees have been qualified and certified by VARTA Storage in the fields of installation, maintenance and repair of the VARTA Systems ("**Electrical Business**").

3.2 The installation technician of the Electrical Business registers the VARTA System, the Battery Modules and the first installation date on the VARTA Storage installation portal. **Within four (4) weeks of the date of first installation, the End Customer registers the VARTA System for the manufacturer's warranties** under <https://www.varta-storage-portal.com/zws/login/index.php?lang=en> and enters his/her personal data and the serial number of the VARTA System and the activation code (**Warranty Registration**). (With the consent of the End Consumer, the installation technician may have already pre-entered some data of the End Customer and the VARTA System, which can however still be changed during the registration process.)

In case of Relocation of the VARTA System (without End Customer change), **within four (4) weeks from the re-installation date, the End Customer changes his/her mailing address** in the VARTA Storage portal under <https://www.varta-storage-portal.com/zws/login/index.php?lang=en> or, alternatively, contacts VARTA Storage via the contact data provided in clause 3.3 below.

Any new End Customer who acquires a VARTA System from a previous End Customer informs VARTA Storage **within four (4) weeks of the effective date of the acquisition of the VARTA System** via the contact data provided in clause 3.3 below, and, upon request of VARTA Storage, provides without delay the data necessary to register the VARTA System on his/her behalf.

3.3 The End Customer is required to notify a claim under the Warranties provided herein to VARTA Storage **within two (2) months** (the date of receipt is decisive) after he / she has, or should have, identified a defect (for example by way of letter, fax or e-mail):

VARTA Storage GmbH

Nürnbergger Straße 65
86720 Nördlingen / Germany

Email: info@varta-storage.com

phone: +49 9081 240 86 60

Fax: +49 9081 240 86 6444



4. Exclusion of Warranty Claims

Warranty claims are excluded if the defect arises from the fact that

- The VARTA System was not used according to its **usual purpose** or to the **provisions of VARTA Storage's instruction manual** (available for download at: <https://www.varta-ag.com/en/consumer/service/downloads-energy-storage>);
- The **conditions at the installation location** (or, if there were any, at previous installation locations) of the VARTA System did not meet the **requirements stated in the section *Installation* in VARTA Storage's instruction manual** (available for download at: <https://www.varta-ag.com/en/consumer/service/downloads-energy-storage>);
- The VARTA System was **not maintained according to the provisions in the section *Maintenance* of VARTA Storage's instruction manual** (available for download at: <https://www.varta-ag.com/en/consumer/service/downloads-energy-storage>), including the installation of any necessary software updates, **by an Electrical Business**;
- **Modifications** (including installation or replacement of additional components or spare parts), repairs or other interferences were made to the VARTA System **by the End Customer or a third party, who was not qualified to do so**; or
- (New, reconditioned or used) **components or spare parts were installed** in the VARTA System unless they were (1) **manufactured or authorized by VARTA Storage** and (2) **purchased (or otherwise acquired) by an Electrical Business directly from VARTA Storage** for the purpose of installation in such VARTA System.

5. Data Protection

For the processing of personal data of the End Customer by VARTA Storage in order to implement and manage these Warranties, and fulfill warranty claims (if any), the [VARTA Storage's Data Protection Declaration](https://www.varta-ag.com/en/consumer/service/downloads-energy-storage) (available for download at: <https://www.varta-ag.com/en/consumer/service/downloads-energy-storage>) applies.

6. Costs of Non-Application of Warranties

If warranty claims are asserted against VARTA Storage and it turns out that these do not exist, any appropriate costs incurred within the scope of the assertion shall be borne by the End Customer itself. In addition, the End Customer shall bear all reasonable costs, including any labor costs, incurred by VARTA Storage in inspecting the VARTA System (including the costs of removal and (re-)installation, if any), unless the End Customer was unable to determine under the circumstances that the warranty claims do not exist.

7. German Law

These Warranties are governed by the substantive laws of the Federal Republic of Germany without reference to any other legal system. The applicability of the Vienna UN Convention on Contracts for the International Sale of Goods dated 11 April 1980 is excluded.