

The following terms and conditions govern and rule the Manufacturer's guarantee granted by sonnen GmbH (hereinafter "sonnen ") for its sonnenBatterie, the warranty for the Products of sonnen and the Update Services which are offered by sonnen for the sonnenBatterie and the sonnenProducts. sonnen has its seat at Am Riedbach 1, 87499 Wildpoldsried, Germany, Telefax:

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1. Definitions

1.1 *Systems* means the sonnenBatterie, sonnenProducts and – if available – the PV-Systems connected with it being operated by the customer.

1.2 *Guarantee* means the warranty contract entered into by and between sonnen and the customer according to which sonnen offers the customer advanced rights with regard to the sonnenBatterie in case a defect occurs.

1.3 *Warranty* means the claims of the customer according to the provisions of law against its contractual partner in case of occurrence of a defect at a Product. Warranty claims exist beside the claims arising out of the guarantee. Please note the provisions in Sect. 6 and Sect. 12.

1.4 *Machine Data* means the data generated and stored in as well as readout of the Systems. These are generative as well as consumption data, such as data of the electric power consumption, the filling level of the storage system, storage and rollout of the amount of electricity and log-data of the error memory of the sonnenBatterie and the sonnenProducts.

1.5 *Products* include sonnenBatterie as well as sonnenProducts.

1.6 *sonnenBatterie* means the battery storage systems manufactured by sonnen.

1.7 *sonnenProducts* means the Products manufactured and distributed by sonnen which are not a sonnenBatterie.

2. Subject Matter of the Guarantee

2.1 These guarantee terms and conditions apply for all sonnenBatteries of the version eco 7.0 or higher as well as the version hybrid 8.1 or higher commissioned as of July 2018 if they have been verifiably bought as new devices from sonnen or one of sonnen's authorised and certified wholesale or specialist traders or an authorised and certified specialist installation company and have been commissioned by this professional installer. The guarantee refers solely to the sonnenBatterie registered by sonnen in the course of its initial start-up (the "guarantee eligible product"). The data registered in the course of the initial start-up will be communicated to the customer via mail and can be seen in the electronic portal for customers.

2.2 If the customer chooses to order an expansion of the battery modules afterwards the serial number of the extension modules will be registered within the course of commissioning. The guarantees of these modules as well as the duration of the guarantee are according to the then applying guarantee terms and conditions.

2.3 If the registration of the sonnenBatterie or the extension modules is not done electronically the proof according to Sect. 2.1 is regarded as brought forward if the commissioning certificate is transferred to sonnen, containing the guarantee eligible product (indication of battery serial number of the sonnenBatterie or the modules), the installation site, the certified company taking the sonnenBatterie into operation as well as the guarantee eligible operator. The commissioning certificate is to be authorised by the parties.

2.4 The guarantee and its conditions are applicable, limited to the guarantee duration for the first delivered guarantee eligible product or a replacement device for a guarantee eligible product which is initially installed by sonnen or by an authorised and certified partner or has been exchanged due to a guarantee case in fulfilment of the guarantee claims according to Sect. 9.

3. Monitoring of the Products, Update Services

3.1 Insofar as the customer allows sonnen to have a remote access to the Products sonnen reads out their Machine Data.

3.1.1 The running surveillance of the Products allows sonnen to early notice processes of the Products deviating from the standard, technical malfunctions or deadlock of the Systems. If disorders are detected which require an intervention of sonnen to avoid a defect sonnen will inform the customer. By this and as the case may be further technical problems and damages can be avoided and with approval of the customer first corrective actions commenced. Notwithstanding the foregoing it remains the duty of the customer in case of occurrence of a warning notice to proceed according to the manual of instruction and to inform its contractual partner or sonnen.

3.1.2 Based on the read out Machine Data sonnen presents proposals for a further optimization of the Systems itself and running them with regard to an increase of efficiency as well as improvement of the profitability of the Products.

3.1.3 The data protection is regulated in Sect. 13.

3.2 sonnen continuously improves the software used in the sonnenBatterie and the sonnenProducts. Updates of the software include safety-related adaptations and serve for the adjustment of interfaces to other products and systems, as far as required for the operation of the respective sonnenProduct, improvements of the system integration, the removal of occurring bugs and installation of updates with new, additional features. Systems in the context of this term includes components of the Products (e.g. the inverter) and components which are used in the course of running them (e.g. meter). The uploading of new functions does not lead to a limitation of promised characteristics. sonnen will inform the customer upfront about content and extent of additional functions which will be available while using the Products.

3.3 To the extent customer agrees updates will be uploaded online. Alternatively, updates can be uploaded on site at the customer's home. Customer has to bear any additional costs arising hereby. Customer has to bear the costs for labour time for on-site uploaded updates in the amount of the then actual rates of remuneration. The applicable hourly rate when entering into this Agreement is defined in Sect. 9.1. Labour time according to these terms and conditions includes as well the costs of the journey to and from the customer. The uploading of an update generally takes one hour.

3.4 If the customer does not agree that sonnen has a remote access to his sonnenBatterie the customer is obliged to periodically check the publications of sonnen on its portal for customers with regard to offered updates, but no less than every four weeks. In case that safety related updates, necessary to preserve the rights of the guarantee are offered the customer has to get into contact with the customer service

of sonnen and set up an appointment to upload the update. This can be done online if the customer allows sonnen to have access to his Systems for the time the update is uploaded, or onsite as defined above. Please note Sect. 10.7.

3.5 The technical requirements needed for the online access to sonnenProducts are to be provided by the customer at their own expense and are to be maintained during the contractual term. The required broadband internet connection must have a download speed of at least 1 Mbit/s and an upload speed of 512 kB/s. If deviating requirements exist, they are defined in the offer and order confirmation.

3.6 Published updates shall be delivered by sonnen and installed on sonnenProducts. If updates are not installed the consequence of which can be that contractual services cannot be delivered at all or just limited, the guarantee eligible product gets defects or safety problems occur.

4. Guarantee Eligible Operator, Premium Guarantee

4.1 sonnen provides a **Premium Guarantee** only to those operators that operate guarantee eligible products for their own purposes ("guarantee eligible operator"). Traders, regardless of what type and trade level, do not acquire any rights and claims against sonnen resulting from the manufacturer's guarantee.

4.2 If a sonnenBatterie has been provided to a user within the scope of a rental agreement, the guarantee eligible operator is the lessor of the sonnenBatterie. Claims resulting from the guarantee can be exerted exclusively by the lessor as the guarantee eligible operator. Reference is made to Sect. 9.2 explicitly.

5. Conclusion of Guarantee

5.1 The Premium Guarantee is an offer of sonnen directly towards the guarantee eligible operator at the conclusion of a guarantee agreement subject to the respectively applying regulations.

5.2 With the consent of both parties, the guarantee agreement is directly concluded between sonnen and the guarantee eligible operator. If the initial start-up of the guarantee eligible product is made online the guarantee agreement is entered into with successful registration of the sonnenBatterie and acceptance of the terms and conditions of the guarantee agreement by the guarantee eligible operator. If the registration of the guarantee eligible product is not made online the conclusion of the guarantee agreement will be acknowledged by sonnen towards the customer after the commissioning certificate authorised by installer and customer has been transferred to sonnen.

6. Relation of Guarantee to Other Claims

6.1 The guarantee grants the guarantee eligible operator to the extent and according to the stipulations of these regulations, claims complimentary to the legal warranty claims.

6.2 Claims for the removal of defects against the respective seller as well as legal product liability claims remain unaffected by the guarantee.

7. Duration and Exertion of Guarantee

7.1 The **Premium Guarantee** applies for all guarantee cases (according to following Sect. 9) which happen verifiably until the end of the 10th year after commissioning of a guarantee eligible product according to Sect. 2.1, 2.2 ("guarantee duration") or during the use of up to 10,000 full loading cycles. A full loading cycle is equal to the complete loading and unloading of the battery's net capacity – partial cycles are therefore only considered proportional to the battery's net capacity. As soon as one of the two conditions is exceeded, the Premium Guarantee ends.

7.2 Regarding properly repaired or replaced guarantee eligible products or their system components; the guarantee applies until the end of the guarantee duration granted for the initially delivered guarantee eligible product or system component.

7.3 Legal and/or contractual warranty claims occurring during a legal or contractual warranty period cannot be derived from the guarantee. Please note Sect. 6.

7.4 Any claims resulting from the guarantee are to be exerted in writing by the guarantee eligible operator within the guarantee period against sonnen. Guarantee claims can also be submitted via an authorised and certified partner.

8. Guarantee Cases Covered by Guarantee

8.1 Premium Guarantee

sonnen grants the guarantee eligible operator a guarantee for the guarantee eligible product during the guarantee duration. The guarantee case occurs if the capacity of the battery cells falls below 70 % (seventy percent) of the nominal capacity or a deviation of more than 10 % (10 percent) of the agreed or assured performance features is determined for all other system components of the sonnenBatterie. Further system components and their performance characteristics are defined in the technical data sheet of the respected sonnenBatterie which is included in the delivery.

8.2 In case of an occurring defect in terms of Sect. 8.1, the warranty eligible operator is entitled to the claims resulting from Sect. 9.

9. Rights within Premium Guarantee (Guarantee Claims)

9.1 sonnen's Premium Guarantee does not only match the fair value replacement warranty presupposed by the reconstruction loan corporation for the participation in its funding programmes, but also offers further services to the guarantee eligible operator. Upon occurrence of a guarantee case, sonnen shall replace the defect system component. The required working time for the replacement of the defect system component is to be paid by the guarantee eligible operator at sonnen's compensation rates applicable at the occurrence of the guarantee case. The current hourly rate when entering into this agreement is EUR 52 gross. The hourly rate can be adjusted from time to time and may vary for different countries about which sonnen will inform its customers when entering into a guarantee agreement. The current hourly rate can be requested under our service number (+49 8304 929 33 444). sonnen will issue an offer to the customer before starting to deliver performances. Working time in terms of this regulation also includes the journey and departure time from sonnen to the location of the warranty eligible product's installation. If sonnen has remote access to the eligible guarantee product sonnen will conduct a

remote diagnosis and send the customer a first evaluation about the cause of the problem as well as of scope and content of possible activities. Further on the customer will get a quotation upfront.

9.2 Any replacement, repair or collection of the guarantee eligible product shall exclusively be done at the location to which the guarantee eligible product was originally delivered and installed. Additional costs resulting from a non-coordinated transport to another location are to be paid by the guarantee eligible operator.

9.3 Any claims exceeding the replacement of the system component, especially claims for lost profits or replacement of damages caused by defective products are exempt.

9.4 If no guarantee case causing defect has been determined for the guarantee eligible product within the scope of the examination, or no Premium Guarantee claim is resulting from the listed circumstances in Sect. 10. and the guarantee eligible operator has not determined such due to gross negligence, sonnen can demand the payment of the costs accrued within the scope of the examination. Used working time as well as costs for journey and departure time shall be charged at sonnen's current rates. Please note the provisions of Sect. 9.1.

9.5 It is at sonnen's sole discretion to take out a respective insurance for securing the guarantee eligible operator's claims resulting from this guarantee.

9.6 Any claims from the guarantee (including guarantee claims) lapse six months after acknowledgement of the defect by the guarantee eligible operator, or the point in time in which they should have acknowledged it without gross negligence, at the latest, however, three months after termination of the guarantee period.

10. Technical Requirements, Fact of Exclusion

The guarantee claims are – if the asserted defect has been also caused hereby – excluded in the following cases:

10.1 Not intended use according to the respectively current manual or instructions by the guarantee eligible operator or commissioned third parties.

10.2 Non-appropriate and non-professional or non-standard installation, or installation not according to installation instructions or tips (including the installation and operating manual for the guarantee eligible product) undertaken by the guarantee eligible operator or commissioned third parties.

10.3 Unprofessional, incorrect handling or operation or handling or operation against the operation instructions and tips of the guarantee eligible product; environmental moisture and temperature must be within the required limit values.

10.4 A defect of the Product, e.g. the deep discharge of battery cells occurs, which could have been determined and prevented within the scope of a regular appropriate supervision of the sonnenBatterie's operation by the customer or upon presence of an online connection (see Sect. 3.1).

10.5 Unauthorised changes or repairs of any kind; Utilisation of spare parts and complements that do not correspond to sonnen's predefined original specifications.

10.6 Non-implementation of the function controls and the on-going maintenance in accordance with the maintenance instructions of sonnen.

10.7 Non-Installation of updates which are needed to avoid system errors and defects.

10.8 Non-implementation of the regular examination of the proper mains connection.

10.9 Removal, damage or destruction of the label by the warranty eligible operator if a defect resulted from this.

10.10 Outside influence and force majeure.

10.11 Transport damages sonnen is not responsible for.

10.12 Occurring excess voltages in the power voltage supply to which the warranty eligible product is connected.

11. Transferability of the Guarantee

The guarantee, including the guarantee claims resulting from it, can only be transferred from a guarantee eligible operator to a third party with sonnen's prior written consent.

12. Claim for Defects, Liability

12.1 If the customer purchased the Products of sonnen via a third party, e.g. via a distribution partner of sonnen, the terms and conditions of the purchase contract entered into by and between the customer and the third party are applicable. If nonetheless the customer has warranty claims against sonnen or sonnen is liable the following provisions are applicable:

12.2 It is regarded as material defect if the goods do not display the condition agreed upon or are not suited for the utilisation agreed upon in the agreement.

12.3 Changes in the execution of the services as well as other changes benefiting the technical advancement are not regarded as defects.

12.4 If nothing to the contrary has been agreed upon and ordered, the suggestions as well as quantity and measurement records shall be made by sonnen in a generally non-binding manner.

12.5 sonnen is liable according to the legal regulations if the customer exerts claims for damages that are based on intent or gross negligence, including the intent or gross negligence of sonnen's representatives or fulfilment agents.

12.6 sonnen is liable according to the legal regulations if sonnen has culpably violated an essential obligation of the agreement. A liability is excluded for a simple negligent violation of non-essential obligations of the agreement.

12.7 If the customer is entitled to a claim for replacement of the damages instead of the service, sonnen's liability is generally limited to the replacement of the foreseeable, typically occurring damages. The same applies if the customer is entitled to claims for damages instead of the service.

12.8 The liability due to injuries to life, body or health shall remain unaffected. This also applies for the obligatory liability according to the product liability act as well as liability due to malicious concealment of a defect or due to the taking over of a guarantee.

12.9 A warranty for the condition of the object or that the object shall retain a specific condition for a specific duration exceeding the legal rights to the removal of defects is exclusively taken over by sonnen if this has been explicitly agreed upon in writing.

12.10 Performance and product guarantees of the manufacturers of used components (e.g. photovoltaic modules and inverters) shall exclusively be granted by the respective manufacturer if no deviating written agreements have been made. After the expiration of the warranty deadline, claims resulting from these guarantees shall be directly addressed to the respective manufacturer.

12.11 A further liability is excluded, irrespective of the legal nature of the claim exerted. sonnen is specifically not liable for damages that have not been caused to the goods itself, e.g. lost profit and other financial losses.

12.12 In so far as the liability is excluded or limited, this also applies for the personal liability of sonnen's employees, workers, staff, representatives and fulfilment agents.

12.13 Should the examination of the notice of defects reveal that the case is not covered by warranty or guarantee, the costs caused within the scope of the examination and rendering of services are to be paid by the customer.

12.14 The legal limitation period applies for claims for defects.

12.15 The limitation period for the sonnenProduct "sonnenCharger" shall be three years.

12.16 If a liability for damages due to slight negligence and not based on injury to life, body or health of the customer is not excluded, such claims shall lapse within one year, starting from the emergence of the claim.

13. Data Protection / Approval

13.1 Insofar as allowed by the customer sonnen shall, within the scope of rendering the contractual services and the update services, have access to those sonnenProducts online which are approved by the customer for surveillance and control. Legal basis is Art. 6 Abs. 1 lit. a GDPR. The data generated in the sonnenProduct shall be read, evaluated, processed and saved for the purpose of rendering of services which means also for monitoring the systems and for analysing and rectifying problems, increase of efficiency, for terms of the ongoing optimization and enhancements of the sonnenProducts. Legal basis is Art. 6 Abs. 1 lit. b GDPR.

13.2 The updates for the used software shall generally be installed online. Please note the provisions of Sect. 3.3 and 13.9.

13.3 The customer's data may be forwarded to sonnen's fulfilment agents or sonnen's fulfilment agents shall access the sonnenProducts online to render the agreed services. These data are the contact details such as name, address and phone number, the data of the Products (serial number, date of initial start-up) and such machine data, which are needed for delivering performances within the scope of the guarantee or warranty at the Products. Legal basis is Art. 6 Abs. 1 lit. b GDPR.

13.4 As far as data has to be transferred to third parties in fulfilment of the contractual performances and if these data cannot be transferred anonymised sonnen has entered into agreements with these companies which are in compliance with the requirements of the applicable law.

13.5 For the purpose of benchmarking or research, the Machine Data may be forwarded to third parties in anonymised form.

13.6 With entering into the guarantee agreement, the customer agrees to the collection, processing, utilisation and forwarding of their data. Please note the provisions of Sect. 13.9.

13.7 The data received from the customer shall be treated confidentially and according to the regulations of Germany's Federal Data Protection Act, the General Data Protection Regulation as well as the German Telemedia Act.

13.8 The customer is entitled to disagree with sonnen's utilisation, processing, saving and forwarding of their data or withdraw their given approval at any time.

13.9 Reference is made to sonnen's data protection and data utilisation conditions which has been accepted by customer approved.

14. Intellectual Property Rights, Software Utilisation

14.1 sonnen shall remain owner of all copyright and exploitation rights for all plans, construction drawings, presentations as well as all illustrations, drawings, records, construction and circuit diagrams and other documents entrusted to the customer within the scope of the order fulfilment, regardless if in written or electronic form, that have been created by sonnen. Without the consent of sonnen they must not be made accessible to third parties or utilised by the customer. Upon sonnen's request, they are to be handed back with the assurance that no copies have been made. The customer is liable for any utilisation of the information in their possession that is contrary to these conditions.

14.2 Regarding the software contained in the delivery as well as updates, upgrades and extensions delivered for this purpose, the customer shall be granted a non-exclusive, non-transferable right to utilise the delivered software, including its documentation to the extent which is required for the appropriate operation of the sonnenProduct in accordance with the regulations of the supplied manual and instructions.

14.3 The utilisation right shall exclusively apply to the delivery object with which the software has been delivered. The customer's isolated utilisation of the software or utilisation in connection with other devices and products is not allowed.

14.4 The customer's further utilisation, especially the change, processing, reproduction, translation of the software as well as conversion from object code to source code is not allowed.

14.5 The utilisation limitation also includes the customer's accesses at system level for the purpose of changing ex works configured parameters, functions and utilisation limitations unless assured properties of the sonnenProduct are affected by these limitations due to the made agreements.

15. Final Provisions

15.1 This agreement is exclusively subject to the law of the Federal Republic of Germany under exclusion of the regulations of the international private law (conflict of laws) and the UN Convention on Contract for the International Sale of Goods.

15.2 The exclusive place of jurisdiction for all disputes resulting from or in connection with this agreement is Ulm if the guarantee eligible operator (i) is a trader, (ii) an entrepreneur in terms of § 14 of the BGB [German Civil Code] or (iii) a private person without a place of general jurisdiction within the Federal Republic of Germany. Otherwise, the places of jurisdiction are those stipulated in the ZPO [German Code of Civil Procedure].