



SYSTEMS SUNLIGHT S.A.

LIMITED WARRANTY TERMS AND CONDITIONS



AccuForce S

ACCUFORCE S BATTERIES

Applicable for batteries used
in renewable energy applications

SYSTEMS SUNLIGHT S.A. guarantees to the original Purchaser (referred to as "User") that all SUNLIGHT AccuForce S batteries ("Battery/-ies"), when used in renewable energy applications, will be free of defects in material and/or workmanship for the following limited warranty period:

■ One (1) year for 50% maximum DOD and operating temperatures up to 25°C

or

■ Two (2) years for 30% maximum DOD and operating temperatures up to 25°C

The above limited warranty is valid as from the date of shipment as determined from the bill of lading, when the Batteries are stored, installed, operated in cyclic service and maintained according to the Installation, Operating & Maintenance Instructions, provided exclusively by SYSTEMS SUNLIGHT S.A.

In the event of an alleged defect, the User must report it in writing within fifteen (15) days to SYSTEMS SUNLIGHT S.A.

The User may be instructed to either:

1. return the claimed Batteries to SYSTEMS SUNLIGHT S.A. for examination, at User's expense. The return of claimed Batteries requires prior written confirmation from SYSTEMS SUNLIGHT S.A.
2. hold the Batteries at the installation site and permit their inspection by SYSTEMS SUNLIGHT S.A. representative.

In case SYSTEMS SUNLIGHT S.A. determines a Battery to be defective, it may, at its sole option, repair or replace the defective Battery, EXW Sunlight factory in Xanthi-Greece, without charge to the User for replacement of the materials.

A Battery in renewable energy applications may be considered defective if there are flaws in material or workmanship which have an effect on product safety, life or performance. A battery's life time used in cyclic charge/discharge service depends on daily cycles, depth of discharge and operating temperature. The mentioned factors need to be verified, prior to consider a battery defective.

The replacement Battery or the Battery that has been repaired shall only be warranted for the remaining unused portion of the warranty of the original Battery.

The User is responsible and obliged to return any defective Battery to SYSTEMS SUNLIGHT S.A. Upon return of any defective Battery by User, User releases to SYSTEMS SUNLIGHT S.A. all title and interest with respect to the returned Battery.

The cost and responsibility for removal of the defective Battery and its shipment to SYSTEMS SUNLIGHT S.A. premises, the freight & installation charges of the replacement Battery and all other costs related to the replacement process will be the responsibility of the User.

TERMS AND CONDITIONS

1. Each Battery must be of the proper design, size and capacity for the intended application. The User is responsible for the selection of the appropriate Battery.
2. Each Battery must be stored, installed, operated and maintained according to the Installation, Operating & Maintenance Instructions (for cyclic applications) provided by SYSTEMS SUNLIGHT S.A.
3. Batteries should not be used in applications that exceed 50% DOD (for 1 year warranty) or 30% DOD (for 2 years warranty).
4. Warranty period will be reduced by 25% for every 5°C of operating temperatures over 25°C and operating temperature should not exceed 40°C.
5. The Battery should never be overdischarged or overcharged.
6. The battery log book or the Battery Monitoring System report shall be available on request for inspection by SYSTEMS SUNLIGHT S.A. at any reasonable time.
7. This warranty is void if Batteries are installed in connection with different models or different brands.
8. This warranty is void if the Battery becomes unserviceable due to fire, wreckage, freezing, neglect, evidence of high temperatures, any act of god, or if the Battery is subject to misuse or physical damage, or if the Battery has been serviced, or repaired by someone other than an authorized SYSTEMS SUNLIGHT S.A. service agent.
9. User must immediately discontinue the use of the Battery after discovery of a safety defect and report it to SYSTEMS SUNLIGHT S.A. in writing. Otherwise, this warranty is void.
10. Damages related to transportation will be handled according to the each time agreed Incoterm.
11. In case any of the above is not strictly observed, the warranty shall be cancelled immediately.
12. This warranty is valid for and construed only towards the original Purchaser, who may further transfer its terms and conditions to any end-user, provided that all communications and possible claims will be handled only between SYSTEMS SUNLIGHT S.A. and the original Purchaser. For the avoidance of any doubt, it is further clarified that SYSTEMS SUNLIGHT S.A.'s warranty liability is valid against only the original Purchaser.

LIMITATIONS

SYSTEMS SUNLIGHT S.A. shall not be liable for any special, indirect, incidental or consequential damages arising out of the sale or relating to the use, maintenance, transportation or installation of the Battery.

The User assumes responsibility for personal injury and property damage resulting from the handling, possession or use of the Battery.

In no event, shall the liability of SYSTEMS SUNLIGHT S.A. for any and all claims, including claims of breach of warranty or negligence, exceed the purchase price of the Battery. The assertion of a warranty claim in no case extends the warranty period.

This warranty is understood to be the exclusive agreement between the parties relating to the subject matter here for. No representing agent unless noted so by SYSTEMS SUNLIGHT S.A. in writing is authorized to any warranty in addition to those made in this agreement.

This warranty is governed by and construed under the laws of Greece.

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SUNLIGHT
POWER IS KNOWLEDGE