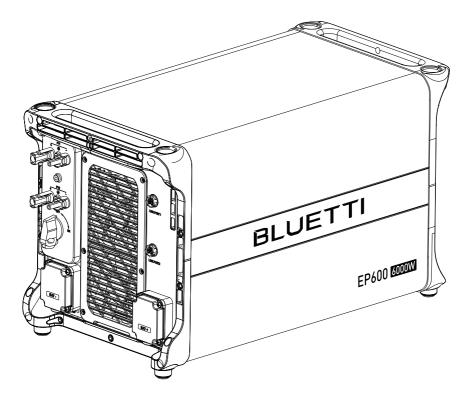
Limited Warranty

# for BLUETTI EP600 Energy Storage System

Shenzhen PowerOak Newener Co., Itd





## Scope of Application

This Limited Warranty applies to the EP600 Energy storage system and/or any products and parts embedded therein, which contains the energy storage inverter EP600 and battery B500, installed in Europe on or after Oct. 1st, 2022 (the "Product"). The Limited Warranty will not limit the rights of the distributor or end user relating to malperformance under the statutory law.

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## **1.Limited Warranty**

#### 1.1 Warranty Start Date

Generally, the warranty start date is the first day after six (6) months from the production date of the Product (please refer to the appendix 1 of this limited warranty for the production date). However, if the end-user (the **"Buyer"**) can provide written documents (such as invoices or receipts) to prove the purchase date of the Product from BLUETTI or distributor, and if the time from delivery to installation does not exceed one month, the Buyer can choose the installation date or the first day after one month from the purchase date as the warranty start date (the **"Warranty Start Date"**).

#### 1.2 Product warranty

BLUETTI warrants that the Product will be free from defects in materials or workmanship as follows:

a)For fans and WiFi modules the guarantee will be for a period for 24 months from the Warranty Start Date

b)BLUETTI guarantees that the Product will reach the aggregate energy throughput as listed below under the correct use conditions specified in BLUETTI EP600 energy storage system user manual (the "Aggregate Energy Throughput") for c)a period within 10 years as of the date of Warranty Start Date (the "Warranty Period")

Product Model	Warranty Period	Aggregate Energy Throughput(MWh)
2*B500	10 years from warranty term commencement date	30.96
3*B500	10 years from warranty term commencement date	46.44
4*B500	10 years from warranty term commencement date	61.92
5*B500	10 years from warranty term commencement date	77.40
6*B500	10 years from warranty term commencement date	92.88

The following table lists the supporting models and Aggregate Energy Throughput in EP 600 energy storage system:

together (the "Standard Warranty").

The value of aggregate energy throughput shall be measured on the following conditions by BLUETTI:

1)Ambient temperature: 25°C - 28°C (77°F-82°F).

2)Initial battery temperature from the BMS: 25 C - 28 C (77°F-82°F).

3)Discharge a single battery B500 with a constant current of 0.3C until the battery reaches the discharge cut-off voltage or its minimum capacity.

4)Wait 10 minutes.

5)Charge a single battery to its maximum capacity with a constant current of 0.3C and a constant charge voltage.

6)Wait 10 minutes.

7)Discharge the battery with constant current until it reaches the discharge cut-off voltage or its minimum capacity. Please record the current, voltage and time.

8)Wait 10 minutes

9)Charge a single battery to its maximum capacity with a constant current of 0.3C and a constant charging voltage.

10)Wait 10 minutes.

11)Discharge the battery with constant current until it reaches the discharge cut-off voltage or its minimum capacity. Please record the current, voltage and time.

12)Cycle on

Current and voltage measurements taken at battery side power interface.

The individual battery aggregate energy throughput is the sum of the integral of battery discharge time and current multiplied by the voltage.

Aggregate Energy Throughput for the entire system is equal to the sum of Aggregate Energy Throughput for each battery.

#### Test value list:

Product Model	End of discharge voltage(V)	Constant charge voltage (V)	Constant current (A)
B500	89.6	108.5	15

#### 1.3 Warranty Limitations

In the event of a warranty exclusion as described in Section 4 below, the Standard Warranty shall not apply.

#### 2.Obligations

**2.1** The Buyer shall use and maintain the Product in accordance with the user manual, maintenance guidelines and other documents.

**2.2** If, during the Warranty Period and under normal use of the Product, defects, damages or other quality problems are found, the Buyer shall notify or contact its "distributor" or local branch of BLUETTI within 30 days of the Buyer becoming aware of the defect or deterioration.

**2.3** If the machine or its parts are to be returned to BLUETTI, the Buyer must pack them in the original manner or in an equivalent manner. Shipment and delivery happens at the sole risk of the Buyer and BLUETTI bears no obligation to rectify or compensate any loss or damages suffered therefrom.

#### **3.Warranty Declaration**

**3.1** If the Buyer intends to make a claim for a quality defect in the Product under section 1.2 or 1.3, the Buyer shall provide BLUETTI with the following information or documentation (this information will help the after-sales service team to deal with the problem of the Product)

1)Provide the order number of the Product at the time of purchase.

2)Date of purchase, date of installation.

3)Description of the defect, failure and time of occurrence, including video, pictures, etc.

4)Product provides for at least 3 serial number

a) Serial number as disclosed in the appendix 1

- b) Serial number of all batteries
- c) Serial number of the energy storage inverter

5)Other information required by BLUETTI to identify defects and their causes

(e.g. error codes, defect descriptions and other information)

6)Name and address of the "certified installer" or "distributor"

**3.2** In case of quality problems during the Warranty Period, BLUETTI has the right to decide whether it fulfills the Standard Warranty by means of (i) free repair or (ii) parts replacement or (iii) product replacement (for discontinued products, BLUETTI will provide new products of that model).

3.3 The replaced products or parts remain in the property of BLUETTI.

**3.4** The Buyer shall allow a reasonable time for BLUETTI to repair the malfunctioning equipment.

**3.5** After returning to the factory for identification, BLUETTI reserves the right to charge the service fee based on an proposal by BLUETTI if it is finally confirmed to be a non-product quality problem.

**3.6** During the Warranty Period, the repair or replacement of parts/Product will automatically extend the Warranty Period of the original Product in relation to the replaced parts only. If the remaining Warranty Period of the original defective Product is less than one year, the replacement parts/Product will have a warranty period of one year.

**3.7** Neither the seller of the Product nor any other person is authorized to make any warranty on behalf of BLUETTI (except as contained herein), or to extend the period beyond the above.

#### 3.8 Remedies for breach of warranty

The Standard Warranty for defective Products is valid if repair or replacement has been performed by BLUETTI's designated personnel. During the Warranty Period, if the Products are no longer commercially available, BLUETTI may, at its own discretion, complete the replacement with a replacement device of equivalent function and performance or propose to Buyer the refund of the remaining depreciated value of the Product according to the compensation plan below. The purchase price of the Product is the price paid by the Buyer in the local currency at the time.

#### Compensation Scheme (For performance warranty)

- Residual value in [local currency] = purchase price in [local currency]/120 x (120 - operating time in months since installation)
- From the 121st month onwards, no Standard Warranty will be provided.

## **4.Warranty Exclusions**

This Warranty does not apply to any defect or failure of performance that includes or is caused by any of the following.

1)When the Product is not installed and/or repaired by BLUETTI's certified installers, unless the defect or failure of performance would have occurred in any way.

2)The Warranty Period for the Product has lapsed due to time limitation.

3)The Buyer fails to notify BLUETTI or a BLUETTI authorized service partner ("BLUETTI Partner" or "BLUETTI Partners") of the defect or deterioration within 30 days of the Buyer becoming aware of the defect or deterioration.

4)Compliance with product user manuals, maintenance guidelines and other products on the use of the Product as set out in section 2.1 above.

5)Shipping damage (including scratches caused by movement of the inner packaging during shipping). In this case claims shall be raised directly to the shipping company or insurance company as soon as possible and obtain identification of damage such as container/package unloading; malfunctions caused by the shipping process (including scratches caused by the shipping process on products that are well packed).

6)Failure or damage to the machine caused by installation, repair, alteration or dis-assembly without BLUETTI and/or not by BLUETTI's authorized personnel, unless the defect or failure of performance would have occurred in any way.

7)The Product has not been in operation for 6 months or more.

8)Non-compliance with the relevant safety regulations of the respective country.

9)When the Product is not manufactured by BLUETTI.

10)When the Product is not transported, stored, installed, assembled, fastened or wired in accordance with the official installation manuals and data sheets of the Product.

11)Defects or performance failures of the Products due to misuse, intentional misconduct or negligence of the Buyer.

12)Buyer uses the Product in violation of applicable laws, including national, state, or local government laws or regulations.

13)Damage caused by abnormal voltage (such as excessive voltage, abnormal

power failure) or computer virus infection.

14)Damaged due to improper storage end users. Failures and damages caused by unforeseen or human factors or force majeure, such as storms, earthquakes, lightning strikes, floods, lightning, overpressure, pests, fires, theft and weak signals causing monitoring failures.

15)The identification information (trademark, barcode, model) on the Product is not clear, deliberately damaged or stained, and indelible marks (such as paint) are made.

16)Physical damage on the surface of the equipment without affecting the use of the equipment.

17)The Products are used or installed in places where vibration may occur. For example, aircraft, ships (including yachts), cars or trains.

18)Failure of the machine caused by the connection to other test equipment (such as DC (direct current) analog power supply).

19)Product failures not caused by the quality of the BLUETTI Product itself, including but not limited to failures caused by the use of non-BLUETTI original parts, failures caused by third party software or hardware incompatibility, etc.

20)Products authorized for trial, testing, training or demonstration purposes only.

21)Products purchased from sources not authorized by BLUETTI and Products purchased from overseas sales channels shall not be covered by the warranty in the home countries of the Buyer.

22)Products used to power medical equipment or life support equipment.

23)The Products used in facilities with radiation control, nuclear reactors, and facilities related to nuclear safety or nuclear power uses, as well as facilities that may have direct contact with patients.

24) If Buyer use BLUETTI Products for countercurrent prevention scheme, please be sure to read the relevant instructions of countercurrent prevention products to understand the principle of countercurrent prevention. Please note that the current technical scheme of our anti countercurrent product itself determines that the power generated by the inverter cannot be completely prevented from reaching the power grid. In the actual use process, there will still be a small amount of electricity reaching the public grid. If any Product of BLUETTI is used, the energy storage system project involved must be reported to the local authority or institution in charge of it. BLUETTI will not be responsible for the risks and fines arising from the use of BLUETTI Products by the energy storage system that has not been reported or registered according to relevant laws and regulations; For the energy storage system that has been reported, BLUETTI's liability for entire possible damages shall not exceed the purchase price of related Products.

25) The Product is applied to non-residential fixed storage applications; During outdoor installation, there is direct sunlight and rain.

26)The maximum temperature of the environment where the energy storage battery is located is above 40  $^\circ\text{C}.$ 

27)The energy storage battery is soaked in rain.

28)The energy storage battery is installed indoors within 1km from the coastline or outdoors within 2km.

The Warranty Exclusion as set out in this section shall not apply to damages deriving from an injury to life, body or health, cases under the product liability provisions, malicious concealment of a defect, claims falling under a taken over guarantee and cases of a willful or gross negligent misconduct of BLUETTI and its representatives.

In case of Product failure caused by the above circumstances and the Buyer requests for maintenance service, BLUETTI at its own discretion can provide paid maintenance service.

## 5. Warranty Exemption

**5.1** During the BLUETTI Standard Warranty period, BLUETTI bears the material and logistic costs for the repair of parts or the replacement of the whole machine due to product quality problems (including the dispatch of replacement machines/parts and the recovery of faulty machines/parts) but BLUETTI and BLUETTI Partners shall not be held liable for any direct or indirect losses of the Buyer due to the unavailability of the equipment or business interruption in general, unless statutory law provides for stricter rules.

**5.2** In no event shall BLUETTI be liable for any consequential, incidental, special or punitive damages (including, but not limited to, damages for loss of profits, damage to goodwill or business reputation, or delay damages) arising out of the Product or its installation, use, operation or non-operation, or for any defect or breach of warranty, whether based on contract, warranty, negligence, strict liability or any other theory. including where expressly agreed by contract, etc., BLUETTI's total maximum liability for damages to the Buyer arising out of its liability shall not exceed the amount paid by the Buyer for the equipment. This shall not apply to damages deriving from an injury to life, body or health, cases under the product liability provisions, malicious concealment of a defect, claims falling under a taken over guarantee and cases of a willful or gross negligent misconduct of BLUETTI and its representatives.

**5.3** The photo-voltaic energy storage project involved must be reported to the local competent authority. Our company will not be responsible for the risks and fines arising from the use of our products by the energy storage system that has not been reported; For the reported energy storage system, our responsibility shall not exceed the order amount of relevant products.

**5.4** BLUETTI does not guarantee Buyer data stored in or otherwise associated with its products, and Buyers are responsible for backing up the relevant data to prevent loss; by returning the hardware device to BLUETTI, the Buyer indicates that any confidential, private, or personal information stored in the hardware device has been backed up and has been completely deleted from the hardware device and authorizes BLUETTI to perform repairs at the repair center. Buyer shall be solely responsible for the deletion of said information prior to delivery of such hardware equipment to BLUETTI and shall defend and hold BLUETTI harmless from any and all claims, costs, penalties, fines, forfeitures, liabilities, obligations, and judgments imposed by any governmental agency or

third party as a result of failure to comply with applicable laws and regulations in the transfer and disposal of said information.

**5.5** The following conditions may cause BLUETTI services to be unavailable as required.

1)Inability to perform the service caused by interruption of power supply.

2)unforeseen circumstances caused by force majeure (e.g., earthquake, snowstorm, hurricane, flood, fire, etc.) factors.

3)deterioration of service conditions caused by social problems (e.g., unrest, strikes, government regulation, etc.).

5.6 Due to the need to provide warranty services for Buyers, if the Buyer requires BLUETTI to provide services, it means that the Buyer allows BLUTTI to access, collect and process fault, detection, positioning and debugging related information when providing services. BLUETTI will, with the consent of the Buyer, access, and process relevant information in accordance with the Buyer's requirements, and this information will only be used to provide warranty services. Since the Buyer is the controller of such information, BLUETTI cannot confirm whether such information contains confidential information or personal data of the Buyer. The Buyer guarantees that it obtained or retained all necessary consents, licenses, and authorizations ("Consents") according to applicable legal requirements for BLUETTI to provide this service, so that BLUETTI will not violate applicable legal requirements, Buyer's privacy policy or an agreement between the Buyer and the user. BLUETTI will take reasonable measures to ensure the security of such Buyer information, but BLUETTI will not be responsible for the direct or indirect responsibilities arising from the acquisition and processing of such information in the process of providing services. Should third party allege claims against BLUETTI based on breached data protection or confidentiality obligations the Buyer will indemnify and hold harmless BI UETTI from such claims

**5.7** All of the above support services are only available for equipment manufactured by BLUETTI, and the terms and conditions do not apply to equipment outside the scope of this Agreement.

## 6.Policies for out of warranty

For Product problems not covered by the Standard Warranty, if customers need BLUETTI to provide repair services or other related solutions, BLUETTI will charge on-site service fees, material fees and logistics fees, etc., as appropriate, including but not limited to the following:

1)On-site service fee: travel and labor cost of technical service engineers, including the cost of repair, maintenance, installation (hardware or software) and commissioning of the machine.

2)Material costs: the cost of replacement parts (including transportation and administration costs).

**3)Logistics costs:** including the cost of transporting from the Buyer to BLUETTI and the repaired machines/materials from BLUETTI to the Buyer.

#### 7.Contact information

If the "buyer" has any questions or wants to file a claim, the first step is to contact "BLUETTI". The following contact information is available to contact BLUETTI.

**Email:** sale-eu@bluettipower.com Monday to Friday 9am - 5pm (CEST)

Company: POWEROAK GmbH

Organization No.: HRB261852

Address: Lise-Meitner-Strasse 14, 28816 Stuhr, Germany

#### 8.Applicable Law

This warranty shall be governed by the laws of the country or state or jurisdiction in which the Buyer is located and where the Product is intended to be delivered to. BLUETTI is not responsible for events and/or any claims based on events that occur in any country other than those listed in this Agreement. In the event of a judicial claim, BLUETTI (and not the BLUETTI Partner) is responsible for sending or receiving the documents for the lawsuit.

#### 9.Miscellaneous

**9.1** With respect to any technical factual disputes related to claims made by Buyer under this Limited Warranty, Buyer agrees to submit jointly with BLUETTI to a reputable testing organization such as TÜV SUD, TÜV Rheinland, UL, Intertek, CQC or CGC or any other mutually acceptable neutral third party testing organization (expert) for determination.

The expert's fee, including any costs of shipping any product to the expert for testing, shall be paid by the Buyer, if:

1) the Buyer does not withdraw the Original Purchaser's claim within 14 days after BLUETTI notifies the Original Purchaser of its intention to submit the dispute to the Expert; and

2)the Expert determines the dispute in favor of BLUETTI.

In all other cases, BLUETTI will pay these fees.

**9.2** With respect to Aggregate Energy Throughput of individual batteries as referred to under section 1.2.

**9.3** The third-party test facilities should measure and calculate using the test methods and values list under section **1.2**.

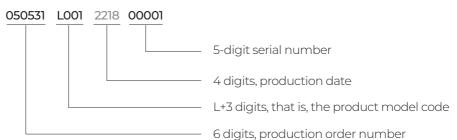
**9.4** If any term of this contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, the remaining provisions of this Limited Warranty shall remain in full force and effect. The parties shall negotiate in good faith to replace the invalid provisions with valid provisions that come as close as possible to the economic purpose of the invalid provisions.

**9.5** The individual contract between Buyer and BLUETTI together with the attachments, exhibits, supplements, and this Agreement shall constitute the entire agreement between the parties with respect to the matters contained therein (i.e., the guarantee) and shall supersede all prior oral or written agreements.

# 10.Appendix 1

The production date of a product can be read from the serial number on the product label, as shown in the figure below. The EP600Energy storage system serial number for the production date is defined as follows.

In the example diagram below, the underlined "22" indicates the year of production is 2022 and "18" indicates the 18th week of production.



#### Serial number rule:19 characters



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