

## **Manufacturer's Warranty for the BMZ Energy Storage System Hyperion valid from August. 2021**

### **Preamble**

The BMZ Hyperion is a modular lithium-ion energy storage system that stores the generated surplus solar energy in battery modules for later use. BMZ GmbH attaches great importance to the high quality of its products. Production is carried out in compliance with the highest quality requirements and is subject to the constant controls of BMZ GmbH's quality management. All required approval tests have been fulfilled.

### **§ 1 General information**

**BMZ GmbH grants the end customer a performance guarantee for the battery module / battery storage unit in accordance with the following conditions.**

These guarantee conditions do not affect the legal rights of the customer (guarantee holder), i.e. subsequent performance, withdrawal, reduction, compensation. The warranty conditions apply in addition to and supplementary to the statutory and contractual warranty or product liability rights of the warranty holder. The following guarantees for the Hyperion energy storage device are conclusive.

### **§ 2 BMZ manufacturer's warranty**

BMZ GmbH guarantees the end customer in accordance with the following conditions for a period of 10 years from the date of the invoice to the end customer, but for a maximum period of 10 years and 3 months from the date of dispatch from the factory, a usable energy content of at least 60% or (in EU and UK) retains or the minimum energy throughput is reached, whichever occurs first, provided that the product is operated under normal operating conditions in accordance with the installation instructions provided by BMZ.

The minimum energy throughput is the total energy output of the battery modules recorded via the system.

The usable energy and minimum energy throughput for each product model are shown in the following table:

| <b>Product model</b> | <b>Usable energy [kWh]</b> | <b>Minimum energy throughput [MWh].</b> |
|----------------------|----------------------------|---|
| Hyperion 7.5         | 7,5                        | 24,2                                    |
| Hyperion 10.0        | 10,0                       | 32,3                                    |
| Hyperion 12.5        | 12,5                       | 40,4                                    |
| Hyperion 15.0        | 15,0                       | 48,5                                    |

*Determination of the residual capacity is carried out at the DC output of the battery system of a battery system fully charged with 0.2c (cut-off 0.05c), 10 min. pause and subsequent discharging with 0.2c up to the final charge voltage at a temperature between 20 and 25°C, taking into account the current specifications of the battery system.*

The obligations of customers who are entrepreneurs in the sense of the German Commercial Code (HGB) according to § 377 HGB remain unaffected.

If the first purchaser purchases additional battery modules (retrofit / extension) after the initial installation of the product, the warranty described in § 2 shall also apply to the retrofitted modules from the date specified in the invoice issued by the seller for the first purchaser .

The warranty is not transferable.

## BMZ Germany GMBH

Zeche Gustav 1 · D-63791 Karlstein am Main  
Tel: +49 (0)6188 9956-0 · Fax: +49 (0)6188-9956-900  
E-Mail: mail@bmz-gmbh.de • Internet: [www.bmz-gmbh.de](http://www.bmz-gmbh.de)



### § 3 Warranty conditions

1. The warranty is conditional on proper handling of the battery in accordance with the cell manufacturer's specifications, such as:
  - a. Storage temperature
    - <1 year: -20~20°C
    - <3 months: -20~40°C
    - <1 month: -20~50°C
  - b. Storage conditions:
    - At the beginning of the storage period, the capacity must be >30%.
    - One complete charge-discharge cycle within 18 months.
    - 25 to 50%RH
2. the warranty is only valid if the battery is operated within the limits specified in the operating instructions in connection with the approved inverters (<https://ess.bmz-group.shop/en/information/infocenter-1>).
3. the product has been operated in accordance with the installation and operating instructions provided by BMZ GmbH (installation instructions available at <https://ess.bmz-group.shop/en/information/infocenter-1>).
4. the product has been checked at regular intervals, at least once a year, for the latest operating software and the latest version of the operating software has been installed.

### § 4 Warranty

In the event of a guarantee claim, the customer must return the product at his own expense to the guarantor at the following address: BMZ Germany GmbH, Zeche Gustav 1, 63791 Karlstein/ Germany, BMZ Poland Sp. z o.o. Einsteina 9, 44-109 Gliwice/Poland or to a BMZ service partner. (<https://ess.bmz-group.shop/en/information/infocenter-1>)  
BMZ GmbH or the service partner will then either carry out a professional repair or replace the product with a new/similar product. Replaced products become the property of BMZ GmbH.

BMZ will replace the defective BMZ battery in a warranty case as follows:

|           |   |
|-----------|---|
| Level 1:  | Replacement delivery of an as-new replacement BMZ battery from the start of the time value replacement guarantee period until 24 months thereafter; |
| Level 2:  | 80 % of the purchase price for months 25 to 36 from the beginning of the time value replacement guarantee period;                                   |
| Level 3:  | 70% of the purchase price for months 37 to 48 from the beginning of the time value replacement guarantee period;                                    |
| Level 4:  | 60 % of the purchase price for months 49 to 60 from the beginning of the time value replacement guarantee period;                                   |
| Level 5:  | 50% of the purchase price for months 61 to 72 from the beginning of the time value replacement guarantee period;                                    |
| Level 6:  | 40 % of the purchase price for months 73 to 84 from the beginning of the time value replacement guarantee period.                                   |
| Level 7:  | 30 % of the purchase price for months 85 to 96 from the beginning of the time value replacement guarantee period.                                   |
| Level 8:  | 20 % of the purchase price for months 97 to 108 from the beginning of the time value replacement guarantee period.                                  |
| Level 9:  | 10 % of the purchase price for months 109 to 120 from the beginning of the time value replacement guarantee period.                                 |
| Level 10: | 0 % from 121 months from the start of the time value replacement guarantee.   |

If it is determined in the course of the inspection that a guarantee case does not exist, the guarantee holder must bear the costs incurred by the guarantor for the inspection.

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### **§ 5 Warranty limitation, warranty exclusion**

1. The guarantee period ends prematurely if the battery module reaches the minimum energy throughput according to the table in § 2 before the end of the guarantee period.
2. The warranty does not cover defects due to use and defects resulting from improper and/or inappropriate use, in particular defects caused by mechanical damage (recognisable by damage to the housing).
3. The guarantee does not cover any impairments to the product that have arisen because
  - The product has been stored unused for longer than 6 months and/or the specified temperature ranges according to the BMZ instructions have not been observed,
  - exceeding the maximum period of use of 10 years
  - falling short of the minimum energy throughput quantity
  - the product has not been installed by a specialist company in accordance with its intended use and/or the installation instructions,
  - the product has not been stored, transported, installed, operated and/or repaired in accordance with the recognised rules of technology, the product has not been used as intended,
  - the product has been modified without the written consent of BMZ,
  - the product has been opened without the prior written consent of BMZ,
  - the firmware or other data in the product has been changed without the prior written consent of BMZ.
  - the part number or component markings on the product have been removed, altered or falsified,
  - the damage was caused by moisture or water penetration,
  - the product has been exposed to force majeure (lightning/hail/fire/vandalism).
4. The warranty does not cover
  - Normal maintenance or maintenance in accordance with the service interval for storage batteries,
  - Towing, transportation, outside service, overtime charges, manufacturing costs on the part of the owner, loan of special equipment and test equipment, etc.
  - Transport of the product from the customer to BMZ GmbH.
5. Only direct damage is covered by the warranty. Indirect damage, in particular incidental and consequential damage, with regard to both personal injury and property damage, is not covered. Incidental damages are in particular inspection, dismantling and disposal costs. Also not included are loss of profit, damage to reputation, etc.  
The legal liability remains unaffected by this.

### **§ 6 Limitation of the scope of warranty**

1. The total extent of liability for the guarantee case of a product is limited to the purchase price to be paid by the guarantee holder.
2. The fulfilment of warranty services does not trigger a new warranty of its own.

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### **§ 7 Limitation of liability**

1. claims for damages and reimbursement of expenses against BMZ GmbH arising from or in connection with this guarantee or the guarantee services, irrespective of the legal basis, are excluded. In particular, BMZ GmbH shall not be liable for loss of profit and turnover, loss of use and production, operational standstill, loss of data, financing costs as well as consequential and indirect damages. This shall also apply insofar as such damage is incurred by a third party.
2. The above exclusions of liability shall not apply in the event of liability on the part of BMZ GmbH under the Product Liability Act, due to intent or gross negligence, due to culpable injury to life, limb or health or due to the breach of material warranty obligations, i.e. obligations which make the proper fulfilment of the promises under the warranty possible in the first place and on the observance of which the end customer regularly relies and may rely. However, damages for breach of material warranty obligations shall be limited to the foreseeable damage typical for the contract, unless caused by intent or gross negligence or based on liability for injury to life, body or health or under the Product Liability Act.

### **§ 8 Territorial scope of the guarantee**

The guarantee is geographically limited to European Union, UK.

### **§ 9 Assertion of the guarantee/guarantor**

The guarantee is to be asserted against BMZ GmbH, Zeche Gustav 1, 63791 Karlstein, Germany.  
63791 Karlstein.

The claim must be made in writing. It must contain the following information:

- When was the energy source purchased? (state the date of purchase and submit the invoice)
- What is the model designation/serial number of the energy source concerned?
- What defect has occurred?
- When did the defect occur?

### **§ 10 Final provisions**

1. The guarantee declaration is subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
2. Should individual provisions of these guarantee provisions be or become invalid, this shall not affect the validity of the remaining provisions.
3. Place of jurisdiction is Frankfurt am Main