

BMZ Germany GMBH

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Manufacturer's warranty for the BMZ HYPERION20 LONG LIFE energy storage system valid from April 2025 Made in Germany.



Preamble

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

§ 1 General information

BMZ Germany GmbH grants its customer a performance guarantee for the battery module / battery storage system in accordance with the following conditions.

These warranty conditions do not affect the statutory rights of the customer (warranty holder), i.e. subsequent fulfilment, withdrawal, reduction, compensation. The guarantee conditions apply alongside and in addition to the guarantee holder's statutory and contractual warranty or product liability rights.

The following guarantees for the HYPERION LONG LIFE energy storage system are conclusive.



§ 2 BMZ manufacturer's warranty **20-year warranty**

BMZ Germany GmbH guarantees its customers in accordance with the following conditions for a period of 20 years. At the same time, BMZ guarantees up to 10,000 cycles.

The prerequisite is that the product is used and installed under normal operating conditions in accordance with the installation instructions (part of the delivery).

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

The usable energy and the minimum energy throughput for each product model can be found in the following table:

Product model	Gross capacity [kWh]	Minimum energy throughput [MWh]
HYPERION LONG LIFE (4 moduls)	13 kWh	25,25
HYPERION LONG LIFE (6 moduls)	20 kWh	37,88

The residual capacity is determined 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 discharge with 0.2c up to the final charging voltage at a temperature between 20 and 28°C, taking into account the current specifications of the battery system.

The obligations of customers who are entrepreneurs within the meaning of the German Commercial Code (HGB) in accordance with § 377 HGB remain unaffected.

The guarantee is not transferable.

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§ 3 Warranty conditions

1. the warranty is conditional on proper handling of the battery in accordance with the cell manufacturer's specifications, which will be supplied to you on request. Among other things :+

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://b2b.bmz-group.com/assets/0/0/0/0/0/1/1/3/7/Hyperion%20Compatibility%20Overview.pdf>).

3. The product has been installed and operated in accordance with the installation and operating specifications specified by BMZ Germany GmbH
<https://b2b.bmzgroup.com/assets/0/0/0/0/0/1/1/2/4/Installation%20Instructions%20Hyperion%20EN.pdf>).

4. the product has been checked for the latest operating software at regular intervals, at least once a year, and the latest version of the operating software has been installed.

§ 4 Warranty service

In the event of a warranty claim, the customer must return the product at their own expense to the guarantor at the following address: BMZ Germany GmbH, Zeche Gustav 1, 63791 Karlstein/Germany or BMZ Poland Sp. z o.o. Einsteina 9, 44-109 Gliwice/Poland or to a BMZ Service Partner. (Auflistung verfügbar auf <https://ess.bmz-group.shop/de/information/infocenter-1>).

BMZ Germany 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 Germany GmbH. In the case of replacement within the warranty period, the period of use will be taken into account.

If it is determined during the inspection that a warranty claim does not exist, the warranty holder must bear the costs incurred by the guarantor for the inspection.

§ 5 Warranty limitation, warranty exclusion

1. The warranty period ends before the end of the warranty period according to § 2 sentence 1 if the battery system reaches the minimum energy throughput quantity according to the table in § 2 before the end of the warranty period.

2. The warranty does not cover defects caused by use and defects resulting from improper and/or incorrect 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 as a result of

- 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 utilisation period of 20 years
- falling below the minimum energy throughput quantity

- the product has not been installed by a specialised company in accordance with its intended use and/or the installation instructions
- the product has not been stored, transported, assembled, 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 written authorisation from BMZ
- the product has been opened without prior written authorisation from BMZ
- the firmware or other data in the product has been changed without the prior written authorisation of BMZ
- the article number or markings on components of the product have been removed, altered or falsified
- the damage was caused by moisture or water ingress
- the product was exposed to force majeure (lightning strike/hailstorm/fire/vandalism)

BMZ Germany GmbH reserves the right to reject warranty claims without the required information. In this case, the customer is responsible for the loss or other consequences.

4. The guarantee does not cover

- normal maintenance or maintenance in accordance with the service interval for storage batteries
- Transport, external services, overtime surcharges, manufacturing costs on the part of the owner, loan of special equipment and test devices, etc.
- Transport of the product from the customer to BMZ Germany GmbH

5. Only direct damage is covered by the guarantee. Indirect damage, in particular incidental and consequential damage, both in terms of personal injury and damage to property, is not covered. Incidental damage includes, in particular, inspection, dismantling and disposal costs. Also not covered are loss of profit, damage to reputation, etc. Statutory liability remains unaffected by this.

6. the customer bears the burden of proof.

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§ 6 Limitation of the scope of the guarantee

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

§ 7 Limitation of liability

1. claims for damages and reimbursement of expenses against BMZ Germany GmbH arising from or in connection with this guarantee or the guarantee services, regardless of the legal grounds, are excluded.
In particular, BMZ Germany GmbH shall not be liable for loss of profit and turnover, loss of use and production, operational downtime, loss of data, financing costs, consequential damage and indirect damage. This also applies if such damages are incurred by a third party.
2. the above exclusions of liability shall not apply in the event of liability of BMZ Germany 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. such 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. Compensation for the breach of material warranty obligations is, however, limited to the foreseeable damage typical for the contract, unless there is intent or gross negligence or liability for injury to life, limb or health or under the Product Liability Act.

§ 8 Territorial scope of the guarantee

The guarantee applies to Germany, the European Union, Switzerland and the UK.

§ 9 Assertion of the guarantee/guarantor

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

The claim must be made in writing. It must contain the information of the service request.

§ 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