



# BYD Battery-Box Commercial Limited Warranty Letter to Commercial Customer

**This Limited Warranty Letter applies to BYD battery system types Battery-Box Commercial C130/C230 ("Product") purchased in Germany on or after Nov. 1<sup>st</sup>, 2019.**

BYD Europe BV (hereafter "BYD") hereby provides this BYD Battery-Box Commercial Limited Warranty Letter (hereafter "Limited Warranty Letter") to Original Buyer (Original Buyer is the buyer who acts in exercise of his or its trade, business or profession- "Commercial Customer" - and puts the Product on its own name into operation for the first time), with respect to the Product subject to the terms and conditions herein. The Original Buyer's legal claims of warranty are unaffected by this Limited Warranty Letter.

BYD and Original Buyer may hereinafter be referred to each other as a "Party" and collectively as the "Parties".

## **1. LIMITED WARRANTY**

### 1.1 Warranty Start Date

The Warranty Start Date is the date mentioned in the seller`s invoice to the Original Buyer.

### 1.2 Limited Product Warranty

BYD warrants that the Product will be free from defects in material or workmanship that, when given normal, proper and intended usage (i) for a period of two (2) years for the fans on the battery modules and (ii) for a period of five (5) years for the other components of the Product from Warranty Start Date. Material defects shall not include tear and wear and any deterioration in appearance of the Product (including but not limited to any scratches, stains, mechanical wear, rust or mold) as long as they do not have any impairment of function.

### 1.3 Limited Performance Warranty

- a) BYD warrants that the energy of the Product will be at least 70 percent of the initial usable energy until the number of warranted cycles in accordance with the following provisions has been reached, but not later than ten (10) years.

The initial usable energy of C130 is 131.0 kWh, and that of C230 is 233.0 kWh.

- b) The performance of the Product depends on the charge and discharge current and the operating temperature. Regarding this background, BYD warrants a certain number of



full charge cycles, depending on allowed current and the operating temperature, according to the table below.

Warranted full charge cycles	DOD (depth of discharge)	Operating temperature range	Maximal allowed current / A	
			C130	C230
6000	100%	0~10°C	150	150
5000		10~20°C		
3500		20~30°C		
3000		30~45°C		

The Original Buyer is responsible for providing the data of the Product operating ambient temperature. An ambient temperature recorder is recommended to be installed in the same environment as the Product. If the Original Buyer failed to provide the Product operating ambient temperature, BYD could only offer the lowest level Performance Warranty shown in Table above.

A full charge cycle corresponds to charging and discharging the entire energy of the Product with a depth of discharge (DOD) of 100 percent. Partial cycles are counted on a pro rata basis.

To ensure the warranty, the DC current on battery side must not exceed the maximal allowed current of the system type in any moment.

- c) The remaining usable energy should be measured and calculated by the following method, while the ambient temperature is between 25~ 28 °C.
  - i. Discharge the battery with constant current until the battery reaches End of Discharge Voltage (EODV) or its self-protective voltage.
  - ii. Wait for 10mins.
  - iii. Charge the battery with constant current and constant charge voltage to its full capacity.
  - iv. Wait for 10mins.
  - v. Discharge the battery with constant current until it reaches EODV or its



self-protective voltage. Record the current, voltage and time.

- vi. The remaining Usable Energy is the integral of discharge time and current multiplied by voltage.

Test value list:

Product Type	End of discharge voltage / V	Constant charge voltage / V	Constant current / A
C130	639	820	30
C230	681	874	60

#### 1.4 Warranty Limitations

The Limited Warranties in clauses 1.2 and 1.3 are subject to and must be read together with the limitations and exclusions set out below.

## 2 EXCLUSIONS AND LIMITATIONS

2.1 THE WARRANTIES STATED HEREIN ARE IN LIEU OF ALL OTHER EXPRESS WARRANTIES. IN NO EVENT SHALL ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD IDENTIFIED IN CLAUSE 1 ABOVE. NO SELLER OF THE PRODUCT NOR ANY OTHER PERSON IS AUTHORIZED TO MAKE ANY WARRANTIES ON BEHALF OF BYD OTHER THAN THOSE SET FORTH HEREIN, OR TO EXTEND THE DURATION OF THE WARRANTIES BEYOND THE PERIODS SET FORTH ABOVE.

2.2 IN NO EVENT WILL BYD BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION OF LOSS OF PROFITS, HARM TO GOODWILL OR BUSINESS REPUTATION, OR DELAY DAMAGES) ARISING FROM OR OUT OF THE PRODUCT OR THEIR INSTALLATION, USE, PERFORMANCE OR NON-PERFORMANCE, OR ANY DEFECT OR BREACH OF WARRANTY, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY. BYD'S AGGREGATE LIABILITIES, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID BY THE ORIGINAL BUYER FOR THE PRODUCT.

2.3 LIABILITY FOR CULPABLE INJURY TO LIFE, LIMB OR HEALTH REMAINS



UNAFFECTED; THIS ALSO APPLIES TO MANDATORY LIABILITY IN ACCORDANCE WITH THE PRODUCT LIABILITY LAW.

#### 2.4 Any warranty service is excluded

- a) if the Product was not installed or operated according to Operating Manual (damages must not be caused by usual wear and tear and / or improper or incorrect use) and/or the defects on the device were not caused by a material and/or manufacturing defect (the Product must not be exposed to incorrect or unusual vibrations, voltages, power and temperatures of more than 50°C and/or below -10°C);
- b) if Original Buyer does not inform BYD Authorized Service Partner (hereafter “BYD Partner”) in written within 30 days after knowledge thereof or within warranty period as determined in clause 1.2 above.
- c) if Original Buyer cannot provide the invoice of the Product or the information listed in clause 4 below;
- d) if the serial number on the Product can no longer be identified or has been modified;
- e) if the Product was not started to install within one (1) month or the installation was not completed within three (3) month from Warranty Start Date ;
- f) if the Product was not operated with a BYD certified inverter, according to BYD Battery-Box Commercial Compatible Inverter List;
- g) if the Product has been modified or repaired without the approval of BYD or BYD Partner;
- h) if the Product was damaged by force majeure (e.g. natural catastrophes, such as flooding, fires, earthquakes, lightning or other abnormal environmental conditions, war, etc.);
- i) if defects of the Product was caused by the update of the national or regional laws, regulations or directives;
- j) if the state of scientific and technical knowledge at the time when the product is sold to Original Buyer was not such as to enable the defect to be discovered;

- k) if the Product was not bought and installed in Germany nor bought in Germany and installed in one of the following listed countries: Austria, Czech Republic, France, Poland;
- l) if the Product was damaged during transport, but was still used by the Original Buyer;
- m) if the Product has not been operated for 6 or more than 6 months;
- n) if the Original Buyer does not grant BYD or BYD Partner access to the performance data over the Internet after reporting the warranty claim and/or manipulates the data;
- o) if the Original Buyer refuses to install firmware updates provided by BYD;
- p) if the Original Buyer does not grant BYD or BYD Partner physical access to the system in a case of warranty claim.

### **3 REMEDY FOR BREACH OF WARRANTY**

3.1 If the Product has a defect as set in forth in the Product Warranty described in clause 1.2 or the remaining usable energy will be lower than as the warranted as set forth in the Limited Performance Warranty described in clause 1.3, BYD will repair or replace the nonconforming Product or parts thereof within the warranty term at no charge under the conditions set forth herein.

3.2 To repair or replace will be decided by BYD at its own discretion.

3.3 The Product or parts thereof to be replaced will have the same quality performance. If the production of the same type of the Defective Battery or parts thereof has been discontinued, withdrawn from the market, or is otherwise unavailable, BYD shall have the right to replace the Defective Battery or parts thereof with a similar type (but not necessarily the same type or new) but the performance of which should not be lower than the original type.

3.4 If BYD cannot repair or replace the defective Product/ parts thereof, BYD will refund the amount of money calculated according to the scheme below.

- If the remaining usable energy of the Product is less than the warranted remaining usable energy described in the Limited Performance Warranty, refund amount of money in EUR is:



Maximum claim amount\* × (warranted remaining usable energy - remaining usable energy)/initial usable energy;

- If the Product is not capable to operate, refund money in EUR is:

Maximum claim amount\*/60 × (60- time after Warranty Start Date in month).

\*The maximum claim amount is the market value of the Product (or an equivalent Product) determined by BYD if it were purchased new and free of defects.

3.5 The Remedy under the Limited Product Warranty and the Remedy under the Limited Performance Warranty as set forth above are the sole and exclusive responsibility and obligation of BYD to Original Buyer under this Limited Warranty Letter and are also the sole and exclusive remedy of Original Buyer for the Defective Battery under this Limited Warranty Letter.

#### 4 FULFILMENT

4.1 If Original Buyer becomes aware of, or ought to have become aware of, a defect in the Product purchased or installed by it, or a non-conformity with the Limited Product Warranty and/or the Limited Performance Warranty (such Product involved in the warranty claim are referred to as the "**Defective Battery**"), the warranty claim shall be reported in written to BYD Partner according to the table below.

1	Product Type	
2	Serial Number of PDU/ BMU*	
3	Serial Number of Battery Module	
4	Installation Date	
5	Invoice Number	

\* PDU (power distribution unit) and BMU (battery management unit) are components of the Product.



## **Contact information:**

### **BYD Global Service**

Address: No.3009, BYD Road, Pingshan, Shenzhen, 5118118, P.R.China

Service Mailbox: [bboxservice@byd.com](mailto:bboxservice@byd.com)

Telephone: +86 755 89888888- 47175 (CN)

Website: [www.bydbatterybox.com](http://www.bydbatterybox.com)

### **BYD Authorized Service Partner**

EFT-Systems GmbH

Address: Bruchtannenstraße 28, 63801 Kleinostheim

Original Buyer Service Mailbox: [service@eft-systems.de](mailto:service@eft-systems.de)

Telephone: +49 9352 8523999(DE)

Website: [www.eft-systems.de](http://www.eft-systems.de)

4.2 BYD or BYD Partner is authorized to invoice inspection costs per hour if

- the inspection of the Product by BYD or BYD Partner shows that the Original Buyer is not entitled to warranty claims, for whatever reason;
- no defects were found during the inspection of the Product and it works without error.

4.3 Unless otherwise agreed with BYD or BYD Partner, any replaced Product or parts shall be made available for pick up by BYD or BYD Partner within four weeks after the replacement; otherwise, BYD reserves the right to invoice the replacement component at full market price, which will be set by BYD.

4.4 The Product or parts handed over by Original Buyer become the property of BYD after the replacement.

4.5 The original warranty periods shall still apply to the repaired or replacement Product which means the warranty for the repaired or replaced parts will be included in the remaining warranty period.

4.6 Force Majeure: BYD or BYD Partner shall not be responsible or liable in any way to Original Buyer for any non-performance or delay in BYD's performance of its obligations under this



Limited Warranty Letter due to occurrences of force majeure events such as natural disasters, war, riots, strikes, unavailability of suitable or sufficient labor, material, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitation, any technological or physical event or condition which is not reasonably known or understood by BYD at the time of the sale of the Defective Battery or the notification by Original Buyer of the relevant warranty claim.

## **5 OUT OF WARRANTY**

5.1 In the event the Product is out of warranty, BYD may provide certain after sales service to Original Buyer, but all the costs and expenses, such as parts, labor costs and travel expenses, shall be borne by Original Buyer. Also detailed information about defects should be provided, to let BYD Partner judge whether such defects can be fixed or not.

5.2 In no event will BYD be liable for the service out of warranty, and this clause should not be regarded as the promise from BYD to provide such service.

## **6 MISCELLANEOUS**

6.1 These warranty terms and conditions apply to the Original Buyer and are enclosed with the Product. Warranty claims are only transferable after obtaining permission from BYD Partner.

6.2 This Limited Warranty Letter is governed exclusively by German law, without regard to its choice of law provisions.

6.3 Original Buyer may be entitled to legal rights regarding the sale of goods according to national law. This Limited Warranty Letter does not limit their possible statutory rights or rights arising from the purchase contract.

6.4 If any provision of this Limited Warranty Letter is legally invalid, the Limited Warranty Letter shall endure except the invalid provision. However, if a court determines that any provision is invalid, the court may limit the provision, delete specific words or phrases, or replace the invalid provision with a provision that is valid and that comes closest to expressing the intent of the invalid provision.



6.5 Any dispute on technical facts relating to claims brought under this Limited Warranty Letter shall be finally determined by an independent third-party testing organization. BYD and Original Buyer shall jointly appoint a reputable international or Chinese testing organization such as TÜV Rheinland, TÜV SUD, Intertek, UL, CQC or CGC, or any other mutually acceptable neutral third-party testing organization (hereinafter referred to as "Third-party Testing Organization") to determine the dispute. Neither Original Buyer nor BYD shall not unreasonably refuse to participate in the evaluation or delay the relevant testing and evaluation procedures, and shall provide convenience for the relevant testing and evaluation (including but not limited to providing convenience at the installation site and/or providing convenience for BYD to ship the Defective Battery involved to the Third-party Testing Organization for testing). Before carrying out such testing and evaluation, the Third-party Testing Organization shall inform BYD and Original Buyer of the test equipment's storage tolerance, which should be reflected in the final conclusions. The Third-party Testing Organization shall act as an expert, adjudicate on the disputed technical facts, allow the Parties a reasonable opportunity to make representations and counter-representations and take those representations and counter-representations into account in making final conclusions. The final conclusions arrived at by the Third-party Testing Organization shall be final, conclusive and binding on both parties. Reasonable expenses incurred by the Third-party Testing Organization in carrying out the evaluation shall be paid in advance by Original Buyer, including the cost of shipping the Defective Battery to the designated testing location of the Third-party Testing Organization, insurance costs, storage costs, etc., as well as the service charges for testing and evaluation. If the Third-party Testing Organization concludes that the Defective Battery are defective or do not conform to the Limited Product Warranty and/or the Limited Performance Warranty, BYD shall reimburse for actual expenses prepaid by Original Buyer upon receipt of the relevant written notice and recover the relevant invoices. The risk of damage to and loss of the Defective Battery in the process of testing and evaluation by the Third-party Testing Organization shall be transferred at the same time as their ownership. The aforementioned determination of the existence of a technical defect by an independent testing institute is a mandatory prerequisite for the judicial assertion of a warranty claim.

6.6 The local courts of Stuttgart shall have non-exclusive jurisdiction for further disputes about a



warranty claim arising from this Limited Warranty Letter. In case of a judicial assertion, BYD, but not BYD Partner, is responsible to send or receive lawsuit documents.