

## **SYSTEMS SUNLIGHT S.A.**

### **LIMITED WARRANTY TERMS AND CONDITIONS VENTED LEAD ACID BATTERY (VLA) – RES SOPzS BATTERY Applicable for batteries used in renewable applications**

Systems Sunlight S.A. guarantees to the original Purchaser (referred to as "User") that all SUNLIGHT VLA Tubular Plate ("Battery/-ies") RES SOPzS, when used in renewable applications, will be free of defects in material and/or workmanship for the following limited warranty period:

- 1 year for operating temperatures up to 25°C, if no battery tray is provided with the battery system
- 2 years for operating temperatures up to 25°C, if the battery system is provided with the corresponding battery tray, approved by Systems Sunlight S.A.

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 cycling service and maintained according to the Installation, Operation & 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 a 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 VLA Battery in renewable 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 cycling charge/discharge service depends on daily cycles, depth of discharge and operating temperature. The mentioned factors need to be verified, prior to considering 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 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.

#### **SYSTEMS SUNLIGHT S.A.**

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**Manufacturing Plant** Neo Olvio, 672 00 Xanthi, Greece **T** +30 25410 48100 **F** +30 25410 95446  
**Service Department** 366 Tatoiou Street, 136 73 Acharnes, Attica, Greece **T** +30 210 6245600 **F** +30 210 6245619

## 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. Batteries should not be used in applications that exceed 50% DoD (% DoD is expressed on reference to C10)
3. Warranty period will be reduced by 25% for every 5°C of operating temperatures over 25°C.
4. The battery trays are trays with lateral force on the sidewalls in order to prevent an excessive bulging of the battery cell containers.
5. The battery log book or the Battery Monitoring System report must be available on request for inspection by Sunlight Systems at any reasonable time
6. This warranty is void if Batteries are installed in connection with different models or different brands.
7. This warranty is void if the Battery becomes unserviceable due to fire, wreckage, freezing, neglect, evidence of high temperatures, any act of god, 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.
8. 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.
9. Damages related to transportation will be handled according to the each time agreed Incoterm.
10. This warranty applies only to the original purchaser and is non-transferable.

## 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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