

Warranty and Guarantee Conditions for evoTractionBattery

1. Scope of application

These warranty conditions only apply to commercial customers.

2. General info

Write better: ecovolta AG warrants that the product «evoTractionBattery» is free from defects in material and workmanship at the time of initial purchase. Should the product prove to be defective within this warranty period due to defects in material and workmanship, ecovolta AG shall, at its discretion, repair or replace the product or its defective parts, assuming the labour and material costs, or compensate the product pro rata using financial compensation for the residual value of the product. ecovolta AG may replace the defective product or parts thereof with a new or refurbished product or parts thereof, whereby the replaced product or parts thereof shall become the property of ecovolta AG.

Attention
The warranty expires if the evoTractionBattery is opened.

3. Warranty

ecovolta AG provides the following guarantees for the use of the evoTractionBattery, provided that the battery has always been operated, stored and transported within the specifications:

Guaranteed full charge cycles	3'000
Guaranteed remaining capacity (SoH)	80%
Calendar ageing	10 years

Applicable with the following operating parameters:

Depth of discharge (net capacity)	100%
Standard charge	Constant current 0.5 C
Standard discharge	Constant current max. 1.0 C
Operating temperature	Charge 0 °C bis +50 °C Discharge -20 °C bis +60 °C
State of charge during storage	30 to 35 %

Conditions for measuring the residual capacity:

Ambient temperature	+20 to +25 °C
Charging	(0.2) CC/CV Constant voltage 4.0 V Cut-off current 0.05 C
Discharge	0.2 CC Cut-off voltage 2.8 V

Information
Detailed information can be found in the technical manual.

4. Warranty period

The maximum warranty period of 24 month begins on the date indicated on the original invoice.. Only the original purchaser is entitled to warranty service and it expires if the original customer resells the product. The guarantee is not transferable.

5. Conditions of Utilisation

5.1 The warranty service can only be provided if:

- the defect is reported in writing by e-mail within the warranty period and no later than 10 working days after the defect occurs;
- the serial number and product type of the product are transmitted;
- the defect is described.

5.2 ecovolta is entitled to charge the customer inspection costs of CHF 150 per hour if:

- the examination of your product by ecovolta AG shows that you are not entitled to a warranty claim for any reason whatsoever;
- no fault was found during the inspection of your product and your device is working properly.

The inspection fee can be obtained from ecovolta AG in advance.

6. Warranty exclusions and limitations

Under this warranty, ecovolta AG is only obligated to repair, replace, or provide financial compensation for products that are covered by these warranty terms. ecovolta AG shall not be liable for any loss or damage of a material or immaterial nature, such as purchase price, loss of profit, loss of revenue, loss of data, immaterial damage or for damage resulting from the unavailability of the product or associated components, which may arise directly, indirectly or as a result of products or services under this warranty or otherwise. Other customer claims, particularly for damages or contract cancellation, are excluded from this guarantee. The statutory warranty claims (in particular cancellation and reduction) are excluded.

6.1 A warranty claim is excluded if:

- the product has not been set up, operated and/or maintained in accordance with the conditions of use and installation (damage must not be due to misuse or improper operation);
- the damage has occurred due to excessive vibration, loose attachment of the battery or over-tightening of fasteners, mismatched or improperly connected accessories;
- the product was not used for the applications specified by ecovolta AG;
- the product was not transported or stored correctly;
- the product is impaired due to wilful acts, collisions or accidents;;
- modification, alteration, disassembly, repair or replacement has been carried out by persons other than employees certified by ecovolta AG;
- the damage is due to normal wear and tear;
- the defects in the device are not due to a material and manufacturing defect;
- the product has been exposed outside the ambient conditions specified in the data sheet;
- adequate ventilation of the product has not been ensured;
- the product housing has been opened by personnel not trained by ecovolta AG;
- the customer does not notify ecovolta AG of the defect within the warranty period from the date of delivery and no later than 10 days after the occurrence of the defect;
- the serial number on the product can no longer be identified or has been modified;
- the device was damaged during transport but was nevertheless put into operation by the customer;
- the energy storage device has not been operated for at least six months;
- force majeure (e.g. natural disasters such as floods, fires, earthquakes, lightning or other abnormal environmental conditions, war, etc.) has caused damage to the product;
- the product has been exposed to external influences (ice, water, petrol, oil, chemicals, radiation, heat, dust, rockfall), including unusual physical or electrical stresses (overvoltages, starting current, mechanical shocks, vibrations, impacts, thermal shocks, etc.), in particular also due to overheating due to insufficient cooling or overheating due to dirt and deposits.
- the customer does not grant ecovolta AG or a third-party provider access to the performance and operating data of the data storage device in the energy storage system and/or manipulates the data;
- the battery has been short-circuited (or overcurrent); the cable connection cross-sections are undersized or improperly executed;
- changes have been made to the hardware or software or the parameters of the battery or the battery management system, or an attempt has been made to modify them
- the customer refuses to install software updates provided by ecovolta AG.

If a warranty service is excluded, the ancillary costs such as technician's fee, delivery and transport costs shall be borne by the customer.

7. Fulfillment

- 7.1 ecovolta AG shall decide at its discretion what action to take to rectify the defect. The repair of parts or the replacement of the product is carried out on an exchange basis with an equivalent, but not necessarily identical, product, either a new product or a refurbished product that is functionally equivalent to the replaced product. ecovolta AG is entitled to repair the parts or have them repaired. ecovolta AG will provide a replacement so that at least the guaranteed minimum performance is restored. ecovolta AG reserves the right to provide financial compensation for the replacement value of the product if the spare parts are unavailable.
- 7.2 The product handed over by the customer becomes the property of ecovolta AG after the exchange.
- 7.3 The warranty for repaired or replaced parts is valid for the remainder of the warranty period.
- 7.4 In the event of a warranty claim, ecovolta AG shall bear the delivery and transport costs for the return shipment to the place of fulfillment.
- 7.5 For trade and major customers with a separate purchase contract or framework agreement, the provisions contained therein apply.

8. Territorial scope of application

The territorial scope of the guarantee granted extends to the Swiss Confederation, the European Union and its 28 member states, and Norway.

Any right of recourse of the customer (warranty holder) against ecovolta AG under EU consumer protection law or the national law of an EU member state is excluded to the extent permitted by law.

9. Severability clause

Should a provision of this guarantee be or become invalid or should there be a loophole to be closed, the legal validity of the remaining provisions shall remain unaffected. In place of the missing or invalid provision, a provision shall be deemed to have been agreed which comes closest to the meaning of the original provision.

10. Applicable law and jurisdiction

The courts of Schwyz shall have exclusive jurisdiction over all disputes arising out of or in connection with this guarantee (including about the question of its formation or validity). This contract shall be governed by Swiss law to exclude the conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

11. Manufacturer

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