

Warranty and Guarantee Conditions for ecoPowerTrolley 8.9 kWh

1. Warranty

ecovolta AG guarantees that the ecoPowerTrolley is free from defects in materials and workmanship for a period of 24 months from the date of the initial purchase. Should the product prove to be defective (at the time of initial purchase) during this warranty period due to defects in material and workmanship, ecovolta AG will replace the product or its defective parts at its discretion and bear the labour and material costs, replace it or, if the spare parts are not available, compensate the residual value of the product pro rata. Pro rata compensation is given 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 become the property of ecovolta AG. Exercising the warranty does not extend the original period of 24 months, regardless of whether the product is repaired or replaced.

2. Performance guarantee

In addition to the statutory warranty, ecovolta AG offers a 6-year performance guarantee. This refers to the performance (usable capacity) of the ecoPowerTrolley (does not apply to electrical or physical components), in particular the lithium batteries, and does not extend to the software (neither from ecovolta AG nor from third parties). The customer knows that the energy storage system is subject to ageing, with the storage capacity decreasing according to the charging frequency and temperature.

Performance guarantee period (years or number of cycles) ¹	Guaranteed nominal usable capacity
6 years or 1000 full cycles	70%

¹ The criterion which occurs earlier applies

The capacity of the ecoPowerTrolley is divided into gross and net capacity. The gross capacity describes the total physical capacity of the ecoPowerTrolley. However, to protect against self-discharge and to increase the service life, the theoretically available energy content is technically limited. This usable energy content is referred to as the net capacity.

Conditions for measuring capacity	Value
Ambient temperature	+20 to +25 °C
Battery temperature at start of measurement	+20 to +25 °C
Charging	CC: 0.2 C; CV: 4.1 V; cut-off current: 0.05 C
Discharging	CC: 0.2 C; cut-off voltage: 2.8 V

The performance guarantee is not a guarantee within the meaning of Article 119 of the Swiss Code of Obligations for the quality of the product.

3. Warranty period

The warranty period begins on the date indicated on the original invoice.

4. Conditions of Utilisation

4.1 The warranty service can only be provided if:

- the defect is reported in writing by e-mail (support@ecopowertrolley.com) 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.

4.2 ecovolta AG 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.

5. 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.

5.1 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 defects in the appliance are not due to a material and/or manufacturing defect;
- the product has been exposed outside the environmental 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 serial number on the product can no longer be identified or has been modified;
- the appliance was damaged during transport but was nevertheless put into operation by the customer;
- the energy storage system 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 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 manipulates the data;
- 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.

6. Fulfillment

- 6.1 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.
- 6.2 The product handed over by the customer becomes the property of ecovolta AG after the exchange.
- 6.3 The warranty for repaired or replaced parts is valid for the remainder of the warranty period.

7. 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.

8. 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).

9. Manufacturer

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