

Terms of guarantee for HYCUBE e.Active storage system

HYCUBE Technologies GmbH, Harrlachweg 3, 68163 Mannheim, Germany (hereafter referred to as “HYCUBE Technologies”) provides a product guarantee. The product guarantee covers only the materials and workmanship of the product named below: HYCUBE e.Active storage system (hereafter referred to as “products”).

This product guarantee does not include any availability guarantees. Claims from any statutory warranties are not affected by this product guarantee. Products from the “cleverCube” product group are covered by the product guarantee for cleverCube products.

A. Product guarantee

Subject to the conditions of these terms of guarantee, HYCUBE Technologies warrants to the end user (hereafter referred to as “end customer”) that the products will remain free from material and workmanship faults for a period of 10 years from the date of purchase.

B. Terms of guarantee

1. General

- 1.1 The product guarantee is granted only to the end customer. It does not apply to intermediaries or installation companies or secondary purchasers of products. End customers are all those purchasers of products who have purchased said products themselves for their own use (and not for the purposes of resale) or have purchased a building to which or on which the products have first been attached.
- 1.2 This product guarantee applies regardless of any statutory warranty claims against the vendor of the products, and regardless of non-contractual claims. This product guarantee is an independent, voluntary and free service of HYCUBE Technologies for the benefit of the end customer that does not affect any quality agreements between the vendor and purchaser.
- 1.3 If these terms of guarantee differ from the specifications on the datasheet, these terms of guarantee shall take precedence.
- 1.4 The product guarantee applies worldwide within those countries in which the products are sold directly by HYCUBE Technologies or a partner authorised by HYCUBE Technologies and used, subject to the prerequisite that the prescribed certification for the products for the country of use was available at the time of commissioning. Warranty claims can only be made within the applicable warranty period.
- 1.5 The product guarantee applies only if a) the products are linked to cubegrid via the internet and thus benefit from the update service; b) HYCUBE Technologies receives the commissioning report from an installer certified by HYCUBE Technologies, no later than 4 weeks after commissioning of the product.

2. Update service

- 2.1 HYCUBE Technologies is continuously improving the software used in the product. Software updates include functional expansions, the expansion and adaptation of interfaces to include other products and systems, improvements to the integration of the system, and possibly fixing any bugs that have occurred.
- 2.2 The prerequisite for provision of the update service is that HYCUBE Technologies can access the product covered by the guarantee.

3. Disclaimers

- 3.1 The product guarantee applies subject to normal and correct application, installation, use, and only under the normal conditions of use for the products. The product guarantee assumes that the performance of the products has not been reduced by measures or events that are outside the control of HYCUBE Technologies. This product guarantee therefore does not cover damage that is attributable to any of the following:
 - a) Transport damage
 - b) Improper storage before and during assembly
 - c) Assembly contrary to the assembly instructions (not by a certified specialist company)
 - d) Incorrect installation or commissioning and improper use or inappropriate operation
 - e) Impairment by extraordinary environmental influences (overvoltage, magnetic fields, etc.) or by other external influences such as smoke, salt, chemicals and other contamination
 - f) Failure to observe the operating instructions

- g) Failure to observe local safety regulations
- h) Other damage that does not affect the generation of energy and are largely of a visual nature
- i) Force majeure (e.g. lightning, overvoltage, thunderstorms, fire)
- j) Normal wear
- k) Attempts to remedy defects not approved by HYCUBE Technologies or other remedial action by the end customer or a third party
- l) Vandalism and theft by third parties

3.2 The enforcement of product guarantees also assumes that the products have been used correctly for the intended purpose and the products do not have any signs of wear above and beyond normal use or external impairments, and there is no damage to the serial number and/or product label. Furthermore, it is imperative that the assembly and operating instructions are followed. Compliance with the safety instructions and warnings contained in these instructions and the permissible assembly and operating instructions specified on the datasheet is a compulsory requirement for enforcement of this product guarantee.

3.3 The product guarantee applies to warranty claims that demonstrably occur before the end of the 10th year after delivery of a product covered by a guarantee or during use for up to 6000 cycles under full load. As soon as either the period or the number of cycles specified in the previous sentence has been exceeded, the manufacturer's warranty ends.

3.4 A warranty claim for LIO battery cells arises if the capacity of the battery cells falls below 80% of the rated capacity.

3.5 Claims from this product guarantee cannot be transferred to third parties.

4. Guarantees

4.1 If a warranty claim occurs, HYCUBE Technologies will, at its discretion, replace the product for a functional product of the same type or remedy the defect. If the product type is no longer being produced at the time of the warranty claim, HYCUBE Technologies reserves the right to deliver a different type (different size, shape, colour and/or power). This product guarantee from HYCUBE Technologies covers the costs for materials that are required to restore correct functionality. All other costs, in particular travel and accommodation expenses for HYCUBE Technologies service staff while carrying out repairs in the field, and transport costs for materials or completely new products, are not covered by this product guarantee.

4.2 There are no further claims from this product guarantee. In particular, claims for compensation for damage caused directly or indirectly by a faulty product, installation and removal costs, or loss of earnings are not covered by this product guarantee. This does not affect possible claims under product liability.

4.3 Newly delivered or repaired products will only be covered for the remaining term of the original warranty period.

4.4 As a result of technical progress, it is possible that a supplied replacement device or purchased components are not compatible with the plant monitoring system or other components installed on site. Any expenses or costs thus incurred will not be covered by the guarantee.

C. Final provisions

1. The rights of the end customer from this product guarantee are confined to the guarantees cited in section B, no. 4.
2. HYCUBE Technologies shall not be liable for delays or failure to provide guarantees specified in section B, no. 4, where said delays or failure are attributable to force majeure, war, circumstances akin to war, unrest, strike, epidemics, fire, flooding or other similar circumstances that are outside the control of HYCUBE Technologies.
3. This product guarantee is subject to the law of the Federal Republic of Germany, with exclusion of the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods.
4. If individual provisions of these terms of guarantee are invalid, this shall not affect the validity of the remaining provisions.

Guarantor:

HYCUBE Technologies GmbH
Harrlachweg 3,
68163 Mannheim
Germany