

WARRANTY TERMS FOR ENERGY STORAGE SOLUTIONS

BF100

After-Sales Service and Limited Warranty Agreement

This limited warranty agreement applies to Dyness industrial and commercial energy storage products: EnerCore, model:BF100 (hereinafter "Product"), purchased on or after *****(date/month/year).

The provisions outlined below for limited warranty (hereinafter "Warranty") are applicable to the battery energy systems and auxiliary components, which are provided to end users by Dyness Digital Energy Technology Co., LTD (hereinafter "Dyness") through authorized sellers (hereinafter "Seller"). In cases where a specific product has a separate privacy policy or corresponding user service agreement with special provisions, the privacy policy of that product shall take precedence. For matters not covered by the privacy policy and user service agreement of that specific product, this policy shall apply.

Please carefully review the contents of this agreement (especially bold and underlined sections) to ensure your understanding of our warranty handling procedures for the Product.

Definition of End User

An end user ("Buyer") is defined as the entity that initiates the operation of the Product for the first time through Dyness' authorization.

Definition of Authorized Seller

An authorized seller refers to agents, distributors, partners, or other entities authorized by Dyness. Please note that "partners" must be formally approved by Dyness in writing.

1. Purpose

The primary purpose of the limited warranty section is to clarify matters related to the Product's warranty policy.

The primary purpose of the after-sales service section is to specify precautions for product use.

2. Applicable Product Models

This warranty is applicable to the following Product models: BF100-C70, BF100-C80, BF100-C100. The configurations for each product model are as follows:

NO.	Model	Description
1	BF100-C70	Battery cabinet, battery capacity: 71kWh
2	BF100-C80	Battery cabinet, battery capacity: 86kWh
3	BF100-C100	Battery cabinet, battery capacity: 100kWh

3. Product Warranty

3.1 Warranty Start Date

The Warranty Period shall commence from the earlier date of the following:

- (1) the date of when the first installation of the warranted product is completed.
- (2) 3 months after the date of delivery at the port of destination.

Upon completion of warranty service within the warranty period, the warranty period for the Product will remain unchanged and will not be reset.

3.2 Warranty Scope and Period

(1) Under specified conditions, the warranty duration for individual components is as follows:

NO.	Components	Standard Warranty Period	Notes
1	PACK	5 years	Battery capacity is based on the data specified in the <i>"Dyness Technical Agreement-EnerCore-BF100"</i>
2	BMS		
3	EMS	3 years	
4	Fire Protection	1 year	
5	Air Conditioning		

- (2) Dyness solemnly commits that, during the warranty period (from the warranty start date until the end of the warranty period) and under conditions specified in the *"Dyness Technical Agreement-EnerCore-BF100"* (hereinafter the *"Technical Agreement"*), the product will not exhibit any material or process defects. Material defects do not include any tearing, wear, or degradation of product appearance (including but not limited to scratches, stains, mechanical wear, corrosion, or mold) that do not cause any functional impairment.
- (3) For systems supplied with the C3 enclosure, warranty is voided if the Product is installed within 5 kilometers to the sea.
- (4) For systems supplied with the C5 enclosure, warranty is voided if the Product is installed within 500 meters to the sea.
- (5) This warranty covers capacity equivalent to one full cycle per day.

4. Performance Assurance (Standards)

4.1 Capacity Performance Assurance

Dyness solemnly commits that **within five years from the warranty start date**, when using the product under the conditions specified in "Section 4.2 Nominal Operating Conditions 1" of the *"Technical Agreement"*, the product's nominal energy retention will be executed according to the content specified in the *"Technical Agreement"*, or reach the minimum accumulated DC capacity from the invoice date, whichever comes first.

4.2 Cycle Life Assurance

Cycle Life shall adhere to the data specified in the *"Technical Agreement"*.

4.3 Capacity Measurement Conditions

Battery capacity measurement conditions shall adhere to the data specified in the *"Technical Agreement"*.

5. Exclusions and Limitations

5.1 Disclaimer

- (1) The warranties described in these warranty terms shall supersede all other express warranties. In no event shall any implied warranties (including but not limited to warranties of merchant-ability, fitness for a particular purpose, or non-infringement) exceed the applicable warranty period specified in section 3.2 above.
- (2) Neither Dyness' sellers nor any other party shall have the authority to provide any warranties beyond those specified in this agreement or to extend the warranty duration beyond the periods specified above.

5.2 Exclusion Clauses

Except as provided in this warranty and to the maximum extent permitted by law, in no event shall Dyness be liable for any indirect, incidental, special, or punitive damages (including but not limited to loss of profits, harm to goodwill or business reputation, or any delay damages) resulting from the product or its installation, use, performance or non-performance, or any defects or breach of warranty, whether based on contract, warranty, negligence, strict liability, or any other theory. Dyness' total liability, if any, for damages or otherwise, shall not exceed the purchase price paid by the original buyer for the product.

This limited warranty does not apply to product damages caused by the following conditions:

- (1) The buyer has not fully paid the product price.
- (2) Not complying with the requirements specified in Dyness' official *"User Manual"* and *"Use and Transport Requirements."*
- (3) Product damage resulting from modification, alteration, disassembly, repair, maintenance, or other services performed by unauthorized personnel by Dyness.
- (4) Damage or defects caused by the Buyer's use of self-designed materials, mixing, functional changes, or product service without authorization.
- (5) Product damage and defects arising from improper use, mixed-use, misuse or abuse, which do not comply with the provisions of the *"User Manual."*
- (6) External appearance damage, like deformations, wear, stains, rust, mold, or similar effects caused by the Buyer during use.
- (7) Improper transportation, storage, installation, wiring, and use of faulty or incompatible equipment. If the Buyer does not use the original packaging materials provided by the Seller for equipment transport, any resulting product damage or malfunction shall not fall under the warranty scope of the product.
- (8) The model number, nameplate or product serial number of the product has been altered, erased or unrecognizable or the tamper-evident logo has been arbitrarily damaged.
- (9) Product damage caused by external factors, including abnormal physical conditions, natural forces, electrical stress (such as power surges, surge currents, lightning, floods, fires, accidental fractures, etc.).
- (10) Product damage resulting from external forces or force majeure events (unforeseeable, unavoidable, and insurmountable objective events, including but not limited to war, civil war,

strikes, riots, or other activities intervened by government, terrorism, unrest, strikes, labor or material shortages, and other events beyond Dyness' control), or damages caused by third parties.

- (11) Product damage resulting from updates to national or regional laws and regulations.
- (12) Product damage and defects intentionally or deliberately caused by the end user.
- (13) Product damage resulting from the use of incompatible AC voltages.
- (14) Failure to report warranty claims to Seller or Dyness Authorized Service Partner **within 2 weeks** of the occurrence of the fault.
- (15) Purchase and installation of the product outside the ***** region.
- (16) The warranty period specified above has expired.
- (17) Inability to provide a product invoice or the product serial number is unidentifiable or has been modified.
- (18) Product installation not initiated **within 1 month after the warranty start date**, or not completed **within 3 months after installation**.
- (19) Insufficient scientific and technical knowledge to discover defects at the time when the product is sold.
- (20) After reporting a warranty claim and/or operating data, the original buyer does not allow Dyness or Dyness partners to access performance data via the internet.
- (21) The original buyer refuses to install firmware updates provided by Dyness.
- (22) In the case of a warranty claim, the original buyer does not grant physical access to the system to Dyness or Dyness partners. The product has been **inactive for a continuous period of six months or more**.
- (23) Without written confirmation from Dyness, the removal from the original installation location to another location.

6. About the Service Products / Components

6.1 Fault Handling

- (1) Acquisition of Fault Information: In the event of product faults, the Buyer shall cooperate with the Seller to fill the following form, and provide information on the use of the faulty equipment, including but is not limited to:

NO.	Equipment Information	
1	Installation date*	
2	Invoice Number*	
3	Product Model*	Eg: BF100-C100
4	Serial Number of the Product*	
5	Inverter Brand	
6	Inverter Model*	
7	Working temperature	
8	Power information	
9	Fault information	
10	Fault photos/videos	
11	Battery operation log	
12	Installation place	Eg: outdoor
13	Nation / region	

14	Street and number	
15	City and code	
16	telephone	
17	email	

* mandatory to provide

The buyer can contact the after-sales personnel directly, or report for repair by email (service@dyness-tech.com) and official website (https://dyness.com).

- (2) Confirmation of Component Replacement: Once both parties confirm that the product falls within the warranty scope, Dyness or Dyness authorized sellers can replace the faulty equipment with spare parts. Prior to replacing the spare parts, the Buyer should obtain written confirmation from the Seller and provide the serial number of the faulty equipment and the spare part to be installed.
- (3) Negotiation of Dispute Settlement: If both parties have objections to whether the product meets the warranty conditions, a joint inspection can be carried out or submitted to a third-party testing institution mutually agreed upon by both parties. The testing methods and conclusions shall be determined through negotiation. The testing costs shall be paid by the Buyer in advance. If the test results confirm that the product meets the warranty conditions, the Seller shall bear the transportation and testing costs, and fulfill the warranty obligations for the faulty equipment.

6.2 Fulfillment

- (1) In the event of the following circumstances, Dyness or Dyness partners are entitled to issue invoices for inspection fees:
 - Inspection by Dyness or Dyness partners indicates that it does not comply with the terms of this limited warranty and the Buyer is not entitled to make a warranty claim.
 - No defects are found during the inspection process, and the product is functioning normally.
- (2) Unless otherwise agreed with Dyness or Dyness partners, any replaced products or parts shall be picked up by Dyness or Dyness partners **within four weeks** after replacement. Otherwise, Dyness reserves the right to issue an invoice for the replacement parts at the full market price, as determined by Dyness.
- (3) The Product or parts replaced within the warranty scope, shall be the property of Dyness.
- (4) The original warranty period shall still apply to any repaired or replaced products, which means that the warranty for repaired or replaced parts remains valid for the remaining warranty period for the originally purchased Product.
- (5) Dyness or Dyness partners shall not be liable for any non-performance (or delay) of its obligations under this Limited Warranty, in the event of force majeure occurrences (such as natural disasters, war, riots, strikes, lack of labor/materials/capacity, or any unforeseen event beyond their control).

6.3 Post-Warranty Services

- (1) In case the product is beyond the warranty period, Dyness may provide post-warranty services to the Buyer for a fee. All related costs and fees, including parts, labor costs, travel expenses, and other incidental expenses, shall be borne by the Buyer. Additionally, the Buyer

should provide detailed information about the defect to enable Dyness partners to determine the feasibility of repair.

- (2) Under no circumstances shall Dyness be responsible for post-warranty services. This clause should not be construed as a commitment by Dyness to provide such post-warranty services.

7. Claim Payment Policy

Dyness reserves the right to refuse product warranty claims due to the absence of appropriate documentation and information.

Under this warranty, claims must be made to notify the Seller from whom products purchased **within 2 weeks of the occurrence of the problem.**

To process a warranty claim, the following information is required, but not limited to:

- (1) Original purchase receipt;
- (2) Contact information, including name, phone number, email address, and shipping address;
- (3) Information regarding all defective products, including product model, serial number, installation date, and date of malfunction, a detailed description of the defects (a comprehensive and detailed list of observed malfunctions and any additional information helpful for analyzing the issue, such as any videos and photos, etc.).
- (4) Information about the use of the malfunctioning equipment, including but not limited to: malfunction symptoms, serial number of the malfunctioning equipment, operating temperature, usage mode, power information of electrical devices, PV system configuration details, operating procedures, battery operation logs, etc.

If the seller of the purchased product cannot be contacted, please get in touch with Dyness through the "Contact Us" of the website: <https://dyness.com>

Email: service@dyness-tech.com

Fax: 029 8954 0338

8. Applicable Laws

This warranty is subject to the jurisdiction of *****.

9. Use and Transportation Requirements

This product includes LFP (lithium iron phosphate) batteries and their accessories. To ensure that the buyer is entitled to the complete warranty policy, strict adherence to the following terms is required during the product's transportation and use. Product failures or damages resulting from violations of the following requirements are not covered within the scope of this limited warranty.

- (1) Operational Environment Requirements
 - Operating environment temperature: -20~50°C (reduced above 45°C);
 - Operating humidity: 5%~95% RH;
 - Altitude: <3000m (reduced above 2000m);
 - No conductive dust and corrosive gases;
 - Ground should be level.
 - No flammable or explosive substances should be nearby the installation site.
 - Keep away from dust and debris areas, water sources, and heat sources to prevent water ingress and overheating of the equipment.
- (2) Storage Environment Requirements
 - In accordance with the *"Technical Agreement."*

(3) Transportation Requirements

- When the Products are shipped separately, the individual Products shall be packed with the original packaging materials provided by the Seller. For long-distance transportation such as sea freight, additional packaging measures should be taken to ensure the safety of transportation. Avoid stacking products during transportation.
- The product's transportation should be packaged in boxes at 25-40% SOC (State of Charge);
- If the original packaging materials provided by the seller are not used during transportation, the buyer must fully consider risks such as vibration, falling, and collision, and take sufficient product protection measures to ensure the safe transportation of the product.

(4) Installation Requirements

1	Visual Inspection	<p>a) Please inspect for any external damage and verify the types and quantities of attachments against the packing list.</p> <p>b) Ensure that the equipment is in the off state.</p>
2	Electrical Specifications Confirmation	<p>a) The rated working voltage for the AC terminal of this product is 400V. Verify that the electrical parameters of the external power source or load equipment are appropriate.</p> <p>b) Confirm that the maximum charge and discharge currents of the external load facility and system design comply with the specifications of the Product.</p> <p>c) Ensure that the external power source will not cause voltage surges that could damage the product</p>
3	Connection	<p>a) When connecting the external AC power line, pay attention to the sequence of connecting the AC lines to ensure proper wiring.</p> <p>b) Direct connection of the product to incompatible AC power sources is prohibited.</p> <p>c) Do not dismantle the battery or other hardware for separate use.</p> <p>d) The product should be reliably grounded, and the grounding resistance should be less than 1Ω.</p>

(5) Device usage

1	Charge	<p>a) It is recommended to initiate charging by letting the product rest for 5 hours under conditions of ambient temperature of 25±2°C.</p> <p>b) When the product is operated continuously for extended periods, the charging rate should be ≤0.5C.</p> <p>c) Batteries should be used promptly after charging to prevent loss of usable capacity due to self-discharge. Regardless of the battery's charge mode, if the battery temperature exceeds the working ambient temperature requirement (-20~+50°C), charging should be immediately stopped.</p>
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2	Discharge	<p>a) It is recommended to initiate discharging by letting the product rest for 5 hours under conditions of ambient temperature of $25\pm 2^{\circ}\text{C}$.</p> <p>b) When the product is operated continuously for extended periods, the discharging rate should be $\leq 0.5\text{C}$</p> <p>c) Over-discharging is prohibited. When the battery's charge is depleted, recharge within 48 hours.</p> <p>d) Avoid significant discharges in high-temperature environments to prevent damage to battery performance.</p> <p>e) Regardless of the battery's discharge mode, if the battery temperature exceeds the working ambient temperature requirement ($-20\sim +50^{\circ}\text{C}$), discharging should be immediately stopped.</p> <p>f) Before long-term storage, the battery should be stored at a low SOC state (25-40%).</p>
3	Movement	<p>Before moving the product, ensure that both external and internal power sources are disconnected.</p>
4	Maintenance	<p>Except for regular maintenance can open the cabinet door, unauthorized opening of the pack casing or disassembly of any components is prohibited without written authorization from the seller.</p>
5	Fire Emergency	<p>The system comes with its own fire suppression device, but in case of an emergency requiring manual intervention, only dry powder fire extinguishers should be used.</p>

10. Miscellaneous Provisions

- (1) These warranty terms and conditions apply only to the original buyer. If the property right of the product changes due to resale, auction, sale, gift and other reasons, the new property owner does not apply to these warranty terms. Warranty claims can only be transferred with written permission from Dyness and Dyness partners.
- (2) This limited warranty is subject to **** law without regard to its applicable law.
- (3) According to national laws, the original buyer may be entitled to legal rights regarding the sale of goods. This limited warranty does not limit any statutory rights that may exist or rights arising from the purchase contract.
- (4) If any provision of this limited warranty is held to be invalid under the law, the remaining provisions of this limited warranty shall remain valid. However, if a court determines any provision to be invalid, the court may limit that provision, delete specific words or phrases, or replace the invalid provision with a valid provision that best reflects the intent of the invalid provision.
- (5) Any technical disputes related to claims under this limited warranty shall be resolved by an independent third-party testing institution. Dyness and the original buyer jointly engage well-known international or domestic testing institutions such as TÜV Rheinland, TÜV Süd, Intertek, UL, CQC, or CGC, or other mutually recognized neutral third-party testing

institutions (hereinafter referred to as "third-party testing institutions") for evaluation and testing.

- Both the original buyer and Dyness must not unduly delay or refuse to participate in the relevant testing and evaluation procedures, and should facilitate relevant test evaluation (including but not limited to providing convenience on installation site and transportation/testing of the involved batteries).
 - Prior to such test evaluation, the third-party testing institution shall report the storage tolerances of testing equipment to Dyness and the original buyer, and this report should be reflected in the final conclusion.
 - The third-party testing institution will act as an expert in adjudicating disputed technical facts, ensuring both parties have reasonable opportunities for presentation and rebuttal, and reaching a final conclusion after considering these presentations and rebuttals.
 - The final conclusion reached by the third-party testing institution is binding and conclusive for both parties.
 - The reasonable costs incurred by the third-party testing institution for the assessment shall be prepaid by the original buyer, including the costs of transporting the defective batteries to the designated testing location of the third-party testing institution, insurance fees, storage fees, as well as testing and evaluation service fees. If the third-party testing institution determines that the defective batteries have defects or do not conform to the limited product warranty and/or limited performance warranty, Dyness shall reimburse the actual costs prepaid by the original buyer upon receiving written notice and retrieve relevant invoices. The risk of damage or loss to the defective batteries during the testing and evaluation process by the third-party testing institution shall transfer to Dyness simultaneously with their ownership.
 - The presence of technical defects as determined by the third-party testing institution as described above is a mandatory precondition for the legal assertion of warranty claims.
- (6) The *** court has jurisdiction over further disputes.
- (7) Warranty claims arising from this limited warranty. In cases as determined by the judiciary, Dyness (not Dyness partners) is responsible for sending or receiving legal documents.

