



## BYD Battery-Box Premium Limited Warranty Letter to Consumer

**This Limited Warranty Letter applies to BYD battery system names Battery-Box Premium (HVS 5.1, HVS 7.7, HVS 10.2, HVS 12.8, HVM 8.3, HVM 11.0, HVM 13.8, HVM 16.6, HVM 19.3, HVM 22.1) ("Product") purchased in Germany on or after Jan.1<sup>st</sup>, 2020.**

BYD Europe BV (hereafter "BYD") hereby provides this BYD Battery-Box Premium Limited Warranty Letter (hereafter "Limited Warranty") to Original Buyer (Original Buyer is a natural person who purchases the Product for purposes that predominantly are outside his trade, business or profession – "Consumer" - and puts the Product on its own name into operation for the first time), with respect to the Product subject to the terms and conditions herein. The Original Buyer's legal claims of warranty are unaffected by this Limited Warranty. BYD and Original Buyer may hereinafter be referred to each other as a "Party" and collectively as the "Parties".

### **1. LIMITED WARRANTY**

#### **1.1. Warranty Start Date**

The Warranty Start Date is the date mentioned in the seller`s invoice to the Original Buyer.

#### **1.2. Limited Product Warranty**

BYD warrants that the Product will be free from defects in material or workmanship that, when given normal, proper and intended usage for a period of ten (10) years from Warranty Start Date. Material defects shall not include tear and wear and any deterioration in appearance of the Product (including but not limited to any scratches, stains, mechanical wear, rust or mold) as long as they do not have any impairment of function.

#### **1.3. Limited Performance Warranty**

BYD warrants with regard to the natural performance degradation of a battery that the Product retains eighty percent (80%) of Usable Energy either for ten (10) years from the Warranty Start Date, or until a Minimum Through Output Energy which is calculated from the Warranty Start Date, whichever comes first.



The Minimum Through Output Energy means the overall warranted output energy started from the Warranty Start Date and recorded in the control module of the Product.

The Usable Energy and Minimum Through Output Energy could be read in the table below.

Product Model	Usable Energy (kWh)	Minimum Through Output Energy (MWh)
HVS 5.1	5.12	12.48
HVS 7.7	7.68	18.72
HVS 10.2	10.24	24.96
HVS 12.8	12.8	31.21
HVM 8.3	8.28	20.49
HVM 11.0	11.04	27.32
HVM 13.8	13.8	34.15
HVM 16.6	16.56	40.99
HVM 19.3	19.32	47.82
HVM 22.1	22.08	54.65

The remaining usable energy should be measured and calculated by the following method, while the ambient temperature is between 25~ 28°C.

- Discharge the battery with constant current until the battery reaches End of Discharge Voltage (EODV) or its self-protective voltage.
- Wait for 10mins.
- Charge the battery with constant current and constant charge voltage to its full capacity.
- Wait for 10mins.
- Discharge the battery with constant current until it reaches EODV or its self-protective voltage. Record the current, voltage and time.
- Calculated the remaining usable energy. The remaining usable energy is the integration of discharge time, current and voltage.

Test value list:

Product Model	End of discharge voltage(V)	Constant charge voltage(V)	Constant current(A)
HVS 5.1	160	240	5
HVS 7.7	240	360	5
HVS 10.2	320	480	5
HVS 12.8	400	600	5
HVM 8.3	120	180	10
HVM 11.0	160	240	10
HVM 13.8	200	300	10
HVM 16.6	240	360	10
HVM 19.3	280	420	10
HVM 22.1	320	480	10

## 2. EXCLUSIONS AND LIMITATIONS

- 2.1. THE WARRANTIES STATED HEREIN ARE IN LIEU OF ALL OTHER EXPRESS WARRANTIES. IN NO EVENT SHALL ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD IDENTIFIED IN CLAUSE 1 ABOVE. NO SELLER OF THE PRODUCT NOR ANY OTHER PERSON IS AUTHORIZED TO MAKE ANY WARRANTIES ON BEHALF OF BYD OTHER THAN THOSE SET FORTH HEREIN, OR TO EXTEND THE DURATION OF THE WARRANTIES BEYOND THE PERIODS SET FORTH ABOVE.
- 2.2. IN NO EVENT WILL BYD BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION OF LOSS OF PROFITS, HARM TO GOODWILL OR BUSINESS REPUTATION, OR DELAY DAMAGES) ARISING FROM OR OUT OF THE PRODUCT OR THEIR INSTALLATION, USE, PERFORMANCE OR NON-PERFORMANCE, OR ANY DEFECT OR BREACH OF

WARRANTY, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY. BYD'S AGGREGATE LIABILITIES, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID BY THE ORIGINAL BUYER FOR THE PRODUCT.

- 2.3. LIABILITY FOR CULPABLE INJURY TO LIFE, LIMB OR HEALTH REMAINS UNAFFECTED; THIS ALSO APPLIES TO MANDATORY LIABILITY IN ACCORDANCE WITH THE PRODUCT LIABILITY LAW.
- 2.4. Any warranty service is excluded
- a) if the Product was not installed or operated according to Operating Manual (damages must not be caused by usual wear and tear and / or improper or incorrect use) and/or the defects on the device were not caused by a material and/or manufacturing defect (the Product must not be exposed to incorrect or unusual vibrations, voltages, power and temperatures of more than 50°C and/or below -10°C);
  - b) if the location of the Product during operation is less than 10 km away from the sea or ocean;
  - c) if Original Buyer does not inform BYD Authorized Service Partner (hereafter "BYD Partner") in written within 30 days after knowledge thereof or within warranty period as determined in clause 1.2 above.
  - d) if Original Buyer cannot provide the invoice of the Product or the information listed in clause 4 below;
  - e) if the serial number on the Product can no longer be identified or has been modified;
  - f) if the Product was not installed within one (1) month from Warranty Start Date;
  - g) if the Product was not operated with a BYD certified inverter, according to BYD Compatible Inverter List, which is available on website: [www.eft-systems.de](http://www.eft-systems.de) ;
  - h) if the Product has been modified or repaired without the approval of BYD or BYD Partner;
  - i) if the Product was damaged by force majeure (e.g. natural catastrophes, such as flooding, fires, earthquakes, lightning or other abnormal environmental conditions, war,



etc.);

- j) if defects of the Product was caused by the update of the national or regional laws, regulations or directives;
- k) if the state of scientific and technical knowledge at the time when the product is sold to Original Buyer was not such as to enable the defect to be discovered;
- l) if the Product was not bought or installed in Germany;
- m) if the Product was damaged during transport, but was still used by the Original Buyer;
- n) if the Product has not been operated for 6 or more than 6 months;
- o) if the Original Buyer does not grant BYD or BYD Partner access to the performance data over the Internet after reporting the warranty claim and/or manipulates the data;
- p) if the Original Buyer refuses to install software updates provided by BYD.

### **3. REMEDY FOR BREACH OF WARRANTY**

- 3.1. If the Product has a defect as set forth in clause 1.2 above or if the Usable Energy and / or the Minimum Through Output Energy will be lower than as the warranted as set forth in clause 1.3 above BYD will repair or replace the nonconforming Product or parts thereof within the warranty term at no charge under the conditions set forth herein.
- 3.2. To repair or replace will be decided by BYD at its own discretion.
- 3.3. The Product or parts thereof to be replaced will have the same quality performance. If the production of the same type of the Defective Battery or parts thereof has been discontinued, withdrawn from the market, or is otherwise unavailable, BYD shall have the right to replace the Defective Battery or parts thereof with a similar type (but not necessarily the same type or new), but the performance of which should not be lower than the original type.
- 3.4. If BYD cannot repair or replace the defective Product/ parts thereof, BYD will refund the amount of money calculated according to the scheme below.
  - a) If the limits cannot be achieved as set forth in the Limited Performance Warranty, BYD could choose one of the two refund amount numbers calculated from the two formulas below to pay to the Original Buyer:



- ◆ refund amount of money in EUR= purchase price × (warranted Minimum Throughout Energy- total used energy)/ warranted Minimum Throughout Energy
- ◆ refund amount of money in EUR= purchase price × (warranted remaining useable energy - remaining useable energy)/ Usable Energy

b) If the Product cannot be operated, refund money in EUR= purchase price/120 × (120-time after Warranty Start Date in month).

The purchase price is the price mentioned in the seller`s invoice to the Original Buyer.

3.5. The Remedy under the Limited Product Warranty and the Remedy under the Limited Performance Warranty as set forth above are the sole and exclusive responsibility and obligation of BYD to Original Buyer under this Limited Warranty and are also the sole and exclusive remedy of Original Buyer for the Defective Battery under this Limited Warranty.

#### 4. FULFILMENT

4.1. If Original Buyer becomes aware of, or ought to have become aware of, a defect in the Product purchased or installed by it, or a non-conformity with the Limited Product Warranty and/or the Limited Performance Warranty (such Product involved in the warranty claim are referred to as the "**Defective Battery**"), the warranty claim shall be reported in written to BYD Partner according to the table below.

1	Product Type	
2	Serial Number of the Product	
3	Serial Number of Battery Module	
4	Installation Date	
5	Invoice Number	



### **Contact information:**

#### **BYD Global Service**

Address: No.3009, BYD Road, Pingshan, Shenzhen, 5118118, P.R.China

Service Mailbox: [bboxservice@byd.com](mailto:bboxservice@byd.com)

Telephone: +86 755 89888888- 47175 (CN)

#### **BYD Authorized Service Partner**

EFT-Systems GmbH

Address: Buchenstr.37 97816 Lohr a. Main

Original Buyer Service Mailbox: [service@eft-systems.de](mailto:service@eft-systems.de)

Telephone: +49 9352 8523999(DE)

Website: [www.eft-systems.de](http://www.eft-systems.de)

- 4.2. BYD or BYD Partner is authorized to invoice inspection costs per hour up to a maximum amount of EUR 90 if
- the inspection of the Product by BYD or BYD Partner shows that the Original Buyer is not entitled to warranty claims, for whatever reason;
  - no defects were found during the inspection of the Product and it works without error.
- 4.3. Unless otherwise agreed with BYD or BYD Partner, the replaced Product or parts shall be returned by Original Buyer to the place appointed by BYD or BYD Partner in the same or similar package within 4 weeks after the replacement. The costs for the return will be paid by BYD or BYD Partner.
- 4.4. The Product or parts handed over by Original Buyer become the property of BYD after the replacement.
- 4.5. The original warranty periods shall still apply to the repaired or replacement Product which means the warranty for the repaired or replaced parts will be included in the remaining warranty period.



- 4.6. Force Majeure: BYD or BYD Partner shall not be responsible or liable in any way to Original Buyer for any non-performance or delay in BYD's performance of its obligations under this Limited Warranty due to occurrences of force majeure events such as natural disasters, war, riots, strikes, unavailability of suitable or sufficient labor, material, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitation, any technological or physical event or condition which is not reasonably known or understood by BYD at the time of the sale of the Defective Battery or the notification by Original Buyer of the relevant warranty claim.

## **5. OUT OF WARRANTY**

- 5.1. In the event the Product is out of warranty, BYD may provide certain after sales service to Original Buyer, but all the costs and expenses, such as parts, labor costs and travel expenses, shall be borne by Original Buyer. Also detailed information about defects should be provided, to let BYD Partner judge whether such defects can be fixed or not.
- 5.2. In no event will BYD be liable for the service out of warranty, and this section should not be regarded as the promise from BYD to provide such service.

## **6. MISCELLANEOUS**

- 6.1. These warranty terms and conditions apply to the Original Buyer. Warranty claims are only transferable after obtaining permission from BYD Partner.
- 6.2. This Limited Warranty is governed exclusively by German law, without regard to its choice of law provisions.
- 6.3. Original Buyer may be entitled to legal rights regarding the sale of goods according to national law. This Limited Warranty does not limit their possible statutory rights or rights arising from the purchase contract.
- 6.4. If any provision of this Limited Warranty is legally invalid, the Limited Warranty shall endure except the invalid provision. However, if a court determines that any provision is invalid, the court may limit the provision, delete specific words or phrases, or replace the invalid provision with a provision that is valid and that comes closest to expressing the intent of the invalid provision.



- 6.5. Any dispute on technical facts relating to claims brought under this Limited Warranty shall be finally determined by an independent third-party testing organization. BYD and Original Buyer shall jointly appoint a reputable international or Chinese testing organization such as TÜV Rheinland, TÜV SUD, Intertek, UL, CQC or CGC, or any other mutually acceptable neutral third-party testing organization (hereinafter referred to as "Third-party Testing Organization") to determine the dispute. Neither Original Buyer nor BYD shall not unreasonably refuse to participate in the evaluation or delay the relevant testing and evaluation procedures, and shall provide convenience for the relevant testing and evaluation (including but not limited to providing convenience at the installation site and/or providing convenience for BYD to ship the Defective Battery involved to the Third-party Testing Organization for testing). Before carrying out such testing and evaluation, the Third-party Testing Organization shall inform BYD and Original Buyer of the test equipment's storage tolerance, which should be reflected in the final conclusions. The Third-party Testing Organization shall act as an expert, adjudicate on the disputed technical facts, allow the Parties a reasonable opportunity to make representations and counter-representations and take those representations and counter-representations into account in making final conclusions. The final conclusions arrived at by the Third-party Testing Organization shall be final, conclusive and binding on both Parties. Reasonable expenses incurred by the Third-party Testing Organization in carrying out the evaluation shall be paid in advance by BYD, including the cost of shipping the Defective Battery to the designated testing location of the Third-party Testing Organization, insurance costs, storage costs, etc., as well as the service charges for testing and evaluation. The risk of damage to and loss of the Defective Battery in the process of testing and evaluation by the Third-party Testing Organization shall be transferred at the same time as their ownership. The aforementioned determination of the existence of a technical defect by an independent testing institute is a mandatory prerequisite for the judicial assertion of a warranty claim.
- 6.6. The local courts of Stuttgart shall have non-exclusive jurisdiction for further disputes about a warranty claim arising from this Limited Warranty. In case of a judicial assertion, BYD, but not BYD Partner, is responsible to send or receive lawsuit documents.