

## [ENG] XUNZEL™ Standard Global Warranty Terms – SOLAR BATTERIES

**Battery type:** SOLARX™, SOLARX-PRO™, SOLARPRO-GEL™, SOLARX-NMH™, SOLARX-Lithium™, SOLARX-Lithium-WALL and WALL.2™ Series

Document No.: WT-225002

Revision: 5.2

Effective Date: 2024-01-06

**All deliveries, rendered services and offers of the XUNZEL ENERGY S.L. (hereinafter XUNZEL™), take place exclusively on the basis of the XUNZEL™ General Terms of Delivery. These are part of all agreements concerning delivery and services by XUNZEL™ with our contracting parties (hereinafter principal).**

### Scope

These Warranty Terms apply to all **rechargeable cells and battery products** ("Products") supplied by **XUNZEL ENERGY SL** to its customers. They define the warranty coverage, exclusions, and claims procedure applicable to the Products.

### § 1. Warranty scale

#### Obligatory warranty

XUNZEL™ warrants to the original purchaser that XUNZEL™ batteries sold by authorized distributors and dealers are fit for sale and free from defects in workmanship and materials at the time they leave the XUNZEL factory.

Warranty Period. Unless otherwise specified in a commercial contract:

- Cells: [12 months] from the date of purchase.
- Battery packs or modules: [24 months] from the date of purchase.

Warranty for replacement products shall expire at the later of the original warranty end date or ninety (90) days after replacement.

This warranty is non-transferable.

Within the warranty period, XUNZEL™ will replace or repair any warrantable battery with an equivalent in-kind replacement where available. After a battery reparation or replacement, the warranty term shall continue with respect to the repaired or replaced battery for the balance of the original warranty period on the original product.

This warranty does not apply in the event of misused or abuse of the (non-authorized) repairs or alterations.

The warranty time duration is valid if the maximum number of cycles acc. to §3 section 21 will not be exceeded.

For cyclic (e.g. solar application) applications, a monthly full charge of the battery up to 100% state of charge is absolute necessary.

This warranty gives you specific legal rights, which may vary from market/country to market/country. Ask your distributor/dealer about your specific rights.

### § 2. Conditions and Limitation

- (1) The principal has to operate the XUNZEL™ products in accordance with the rated voltage, current, temperature, and environmental limits defined in the specification and the corresponding operating instructions, the product has been charged and discharged only with approved chargers/BMS and correct polarity, the product has not been opened, modified, reworked, or repaired by any party other than XUNZEL ENERGY SL., the product identification (serial or batch code) remains legible and unaltered and the product has been stored within specified conditions.
- (2) XUNZEL™ batteries shall only be used for the application for which the type has been designed. Hence the size, capacity and design must be adapted to the intended application. Maintenance and operating data are given in the operating instruction. The principal has to log such data in accordance with the General Terms of Delivery and send within 4 weeks after each review to XUNZEL™. The principal has to keep the conditions for every possible operating mode as given in the operating instructions. XUNZEL™ has to be advised immediately if any deviation of the given values occur.
- (3) In the event of a warranty claim any evaluation and/or repairs of the batteries are to effect by XUNZEL™ or their authorized representative only.
- (4) Returned defective or replaced batteries keep the property of XUNZEL™.
- (5) All technical data refer to the nominal temperature indicated in accordance with the corresponding operating instructions. Follows the recommended temperature range and higher/lower temperatures will reduce the operational life. Lower temperatures reduce the available capacity. Exceeding the indicated maximum temperature limit is acceptable only for short periods. Follow temperature related adjustments indicated in the operational manual instructions.

### § 3. Exclusions

The warranty does not apply or extend to any XUNZEL™ batteries that have been subjected to the following conditions:

- (1) Damage caused during shipping or mishandling of the Product
- (2) Improper storage, installation, maintenance, repair or removal.
- (3) Fire, wreckage, frost, neglect, force majeure or are subject to misuse or physical damage.
- (4) Manufacturer (XUNZEL™) Codes destroyed, altered or tampered with where proof of purchase is not available.
- (5) Improper installation, loose wiring, under-sized cabling, incorrect connections, reverse polarity connections, insufficient space for airflow, rusted or corroded hardware.
- (6) Environmental damage such as inappropriate storage conditions as defined by XUNZEL™, exposure to extreme hot or cold temperatures, fire or freezing, or water damage, impact, or collision
- (7) Operation outside specification: Exceeding voltage, current, or temperature limits
- (8) Damage due to improper operation or maintenance such as under- or over-charging or over-discharging the product, cold temperature charging, crushing, puncture, exposure to liquid, lack of cleaning resulting in corroded terminal connections or build-up of dirt, debris, organic matter, fossil fuels, or chemicals on the product casing. Use of batteries in an uncharged condition.
- (9) Improper charging method.
- (10) Incorrect assembly or welding. Excessive spot-welding energy, damaged safety vent or CID
- (11) Normal aging. Gradual capacity fade, impedance increase, or self-discharge within specified limits
- (12) Accident or external event. Impact, mechanical shock, vibration, flooding, fire, or other external causes
- (13) Third-party integration faults. Malfunction of chargers, BMS, or external circuits.
- (14) Damage from electrical equipment.
- (15) Use of the battery for applications other than which it was designed and intended for by XUNZEL™.
- (16) In case of connect batteries from different batch, different model, different chemistry, different state of charge or used, in the same bank.
- (17) Improper use of Communication cables such as improper connections or not connecting them.
- (18) Installing Communication devices that do not follow the appropriate Communication guidelines as defined by XUNZEL™.
- (19) Product that has been opened, modified, or tampered with
- (20) Product that was under-sized for the application
- (21) In case of exceeding the maximum number of cycles in relation to deep of discharge (according to product data-sheet), the time limited warranty becomes automatically null and void at the time of exceeding the limit.
- (22) Warranty claims cannot be accepted if the conditions of the warranty certificate will not be fulfilled.

### § 4. Warranty regulation

- (1) The warranty period is 12 months for cells and two years (24 months) for battery packs from date of purchase.
- (2) XUNZEL™ guarantees that the shipment at the time of delivery was free of defects which could nullify or seriously impair the value or suitability of the shipment for its usual or agreed upon use.
- (3) Warranty Remedies. If a Product is proven defective and covered under this Warranty, XUNZEL ENERGY SL will, at its option:
  - a. Repair or replace the defective Product with an equivalent new or refurbished item; or
  - b. Credit or refund the purchase price of the defective Product.

The total liability under this Warranty shall not exceed the net purchase price paid for the Product in question

- (4) The delivered shipment must be checked thoroughly immediately on arrival by the principal or an appointed third party. The delivery will be considered to be approved if XUNZEL™ has not received a notice of defects, within seven working days, regarding obviously defective goods or other defects that were verified during an immediate and careful inspection of the goods, or within seven working days after the moment that during normal usage the defect should have been discovered, all such defects have to be notified to XUNZEL™ in written form. At request of XUNZEL™ the defective item is to be sent carriage free back to XUNZEL™.
- (5) Freight charges for replacement product shipped from the factory and/or Distributor, Dealer or Installer's location are not covered under XUNZEL™ manufacturer warranty. Any costs for transportation, duties and/or taxes, installation/removal, recharging, system tests, loss of time or use of equipment, service calls or rentals will NOT be covered by XUNZEL™.

- (6) In the absence of proof to the contrary, it shall be presumed that any lack of conformity becomes apparent within 6 months after delivery of the product. After 6 months, any defect is presumed to be due to misuse, and it is therefore up to the principal to provide proof claiming the application of the warranty.
- (7) The warranty will be inapplicable if the principal or any other third party commissioned by the principal, without the permission of XUNZEL™, has modified the goods in such a manner that the rectification of defects has become impossible or reasonably difficult. In all cases the added costs for repairing goods that have been modified are to be carried by the principal. XUNZEL™ is not liable for damages caused by wear and tear, incorrect use or inappropriate use, storage or overuse.
- (8) In isolated cases were in agreement with the principal XUNZEL™ has agreed to deliver used goods this is done with exclusion of warranty.

## § 5. Limitations of Liability

Except as expressly stated herein, XUNZEL ENERGY SL disclaims all other warranties, whether express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

In no event shall XUNZEL ENERGY SL be liable for:

- Indirect, incidental, special, or consequential damages, including but not limited to loss of profits, data, or equipment;
- Collateral damages to Buyer's products or third-party equipment resulting from the use or failure of the Product;
- Any claim exceeding the invoice value of the defective Product.

## § 6. Warranty Claim Procedure

- (1) Notification: Buyer shall notify [Company Name] in writing within 30 days after discovery of a potential defect, providing:
  - a. Product model and serial/batch number,
  - b. Purchase order and shipment date,
  - c. Description of failure and operating conditions.
- (2) Return Authorization: Upon request, Buyer shall return the suspect units freight prepaid to XUNZEL ENERGY SL or an authorized test center.
- (3) Evaluation: XUNZEL ENERGY SL will perform inspection and analysis. If the defect is confirmed as covered, reasonable freight charges may be reimbursed.
- (4) Disposition: Replacement, repair, or credit will be issued as per Section 4.

To address issues with a battery covered by warranty, contact the Distributor, Dealer or Installer from which the battery was purchased to verify the battery condition/defect. Alternatively, contact XUNZEL™ Customer Service or Technical Support directly for instruction on how to proceed with a warranty claim and/or assistance with troubleshooting.

To claim a manufacturing warranty, a XUNZEL™ Battery Test Sheet & Warranty Claim Form must be completed, noting the battery model and manufacture date code, accompanied by a copy of the proof of purchase showing the date of purchase and/or installation date. Service/maintenance records may also be requested.

In case of a claim XUNZEL ENERGY has to be contacted in writing form at the following address:

**XUNZEL ENERGY S.L.**  
Igartualdea 57,  
ES-20850 Mendaro (Spain)  
Tel.: +34 943 531 681  
E-mail: [support@xunzel.com](mailto:support@xunzel.com)  
[www.xunzel.com](http://www.xunzel.com)

## § 7. Product Liability and Insurance

This Warranty does not limit statutory product liability for personal injury or property damage arising from proven manufacturing defects, which is governed by applicable law and XUNZEL ENERGY's Product Liability Insurance policy. Coverage for such events shall not exceed the policy limits or contractual value agreed with the Buyer.

## § 8. Governing Law and Jurisdiction

This Warranty shall be governed by the laws of Spain, excluding its conflict-of-laws principles. Any dispute shall be settled in the competent court of San Sebastian, Spain, unless otherwise agreed in writing.