

5 YEAR PRODUCT WARRANTY TERMS AND CONDITIONS FOR GREENROCK BUSINESS PRODUCT LINE

These Warranty Conditions for GREENROCK Business Storage Systems are a voluntary option for users/operators (retail customers) of those products. If the user (retail customer) is not entering those optional warranty conditions or does not meet the necessary requirements to meet those warranty conditions, the statutory warranty provisions apply. If neither the statutory warranty provisions apply nor these optional warranty conditions apply, BlueSky Energy gives a 6 months warranty after shipment date for its GREENROCK Business Storage Systems.

BlueSky Energy ("Seller") gives the warranty exclusively to an user/operator (retail customer) who operates the warranty-eligible product for his own purposes. Resellers do not acquire any rights and claims under the manufacturer's warranty against BlueSky Energy. These warranty conditions apply to the GREENROCK Business storage product line.

Completion of warranty rights

The manufacturer's warranty is concluded directly between BlueSky Energy and the warranty-authorized user/operator (retail customer). The consent to the completion of the warranty under these warranty conditions will be declared by BlueSky Energy to the warranty-authorized user/operator (retail customer) upon transmission of the installation report authorized by the installer and user/operator (retail customer). The installation report must be sent to BlueSky Energy. The installation report (including pictures / photos), needs to state the commissioning company (installer) and the warranty-authorized user/operator (retail customer), as well as the date of commissioning and product specification of the warranty-eligible product must be specified in the installation report. It is to be checked by the commissioning company (installer) as well as by the warranty-authorized user/operator (retail customer) to ensure that the warranty-eligible product is put into operation on the latest technical version and the commissioning of the warranty-eligible product is carried out no later than 6 months after delivery by the manufacturer. For older versions or products that are implemented after 6 months after delivery by the manufacturer, the date of delivery by the manufacturer and not the date of commissioning (installation) is the starting point of the warranty period.

The installation report must be sent to BlueSky Energy within 30 days after date of installation.

A condition for the conclusion of the guarantee is the online access by BlueSky Energy to the warranty-eligible product of the warranty-authorized user/operator (retail customer). The user/operator (retail customer) must provide the necessary technical conditions for online access at his own expense and maintain them during the contract period. The required broadband Internet connection must have a download speed of at least 1 Mbps and an upload speed of 1 Mbps. If different requirements exist, these must be defined in the legally binding documents (offer, order confirmation). It is not necessary to maintain a permanent online/Internet connection; however, the online/Internet connection should be available for 24 hours without interruption once every week. Consequently, it has to be ensured that the products are no longer offline for more than 6 days. If different requirements or agreements are made, those need to be amended in written form in the legally binding documentation (Offers, Order Confirmation).

BlueSky Energy is constantly developing and improving its products. These improvements are deployed to the products in the form of software updates. Released software updates will be communicated to the user/operator (retail customer) of the products and will be deployed after approval by the user/operator (retail customer). If those updates are not installed this can cause limitations or defects in respect to product performance.

BlueSky Energy warrants to the warranty-authorized user/operator (retail customer) a capacity of 70% of the rated nominal capacity or an energy throughput according to the table below on the Warranted Product during the warranty period. The basis for the warranted capacity is the defined warranty condition outlined in Appendix 1. It is furthermore assumed the application of the products is according to product specifications. The basis for the warranted energy throughput is outlined in the Energy Throughput table and Energy Throughput conditions below. The warranty is terminated if the warranty period is exceeded or the energy throughput is exceeded.

Nominal Capacity	C-Rate	Energy Throughput
per1 kWh	0,1	3,2 MWh

Table Energy throughput

Energy Throughput -Conditions:

- Room Temperature: 25° - 30° Celsius

- Operating Temperature: 25° - 30° Celsius
- Current and voltage measurement at the DC point of the battery
- Charge and Discharge Measurement
 - 4 Ampere Charge
 - 4 Ampere Discharge

Duration and assertion of the guarantee

The warranty applies to warranty claims that are proven to occur within 5 years after installation/shipment of a warranty-eligible product, or within/below the defined energy throughput level. Once either condition (warranty in years or energy throughput) is exceeded, the warranty terminates on the date on which the condition is exceeded.

For properly repaired or replaced warranty-eligible products or their system parts, the warranty is valid until the expiry of the original warranty time from initial installation/shipment and is not prolonged beyond the original warranty period or energy throughput level.

Statutory/Legal and / or contractual warranty claims, which are valid during a statutory/legal or contractual warranty period, cannot be derived from this optional warranty conditions. Any warranty claims must be made in writing to BlueSky Energy by the warranty authorized Owner within the warranty period. Warranty claims can also be submitted through an authorized and certified partner.

Rights under the guarantee conditions

Upon the occurrence of the warranty, BlueSky Energy will replace the defective part of the system. The working time required for the replacement of the defective part of the system shall be borne by the warranty-entitled operator at the rate of compensation from BlueSky Energy applicable on the occurrence of the warranty claim. The current hourly rate is 60,- Euro excluding applicable taxes. Working time within the meaning of this provision is also the travel time of BlueSky Energy to the place of installation of the guarantee-eligible product. Optionally, BlueSky Energy is entitled to replace the defective system part or power storage system with an alternative product or system part equivalent in function and performance. Furthermore, BlueSky Energy has the option of replacing the time value of the product or the defective part of the system with the guarantee-entitled operator instead of the replacement. The time value is calculated according to the calculation below.

Time value in EUR = net purchase price of the product or net value of the defective part of the system at the time of purchase by the operator / 120 x (120 - duration in months since delivery to the guarantee-authorized operator).

If the net value of the defective system part (for example, inverter, PV module, etc.) is not explicitly apparent from the quotation or order documentation, the list price valid for the defective system part at that time is used as the basis for the time value calculation.

Any claims exceeding the replacement, repair or time value of compensation, in particular claims for loss of profit or replacement due to consequential damage, are excluded.

Insofar as the warranty-entitled product does not have a defect causing the warranty claim, or circumstances under exclusion circumstances / technical conditions exist and there is no valid warranty claim, and the warranty-authorized user/operator (retail customer) has not determined this as a result of gross negligence, BlueSky Energy may be entitled to get the incurred costs (e.g. for verification, travel etc.) reimbursed from warranty-authorized user/operator (retail customer). Working hours as well as the costs of travel are billed according to the defined cost rates.

Any warranty claims shall expire six months after notice of the defect by the warranty, or the date on which he should have been aware of the defect, without gross negligence, and no later than three months after the end of the warranty period.

Technical requirements, exclusion facts

The guarantee claims are excluded in the following cases:

- If not used according to specification
- Installation carried out by a non-authorized company
- Installation carried out not in accordance with installation manual
- If the online connection of the eligible product is interrupted for more than 14 days
- Failure to carry out the regular check of the proper mains connection
- Foreign body interference and force majeure
- Transport damage not attributable to BlueSky Energy
- Excessive surges in the supply network, to which the guarantee-eligible product is connected.
- The room temperature falls below -5 degrees Celsius during operation of the power storage
- The room temperature exceeds 50 degrees Celsius during operation of the power storage

Transferability of the guarantee

The warranty, including the resulting warranty claims, may be transferred by a warranty holder to a third party only with the prior written consent of BlueSky Energy.

All operating conditions required for the warranty claims can be found in the Installation and Operation Manual or Datasheets. Contact your authorized BlueSky Energy Distributor/Dealer to claim any claims you may have under the Distributor/Dealer Additional Warranty.

This is a summary of the warranty terms. The general terms and conditions of BlueSky Energy GmbH apply.

Irrespective those warranty conditions, the statutory warranty provisions are valid and apply.

Execution Procedure of warranty claims:

For warranty claims the below mentioned form has to be filled out with the data required by the user/operator or sales partner of BlueSky Energy.

Product Type	e.g. Greenrock BA-S1-48
Serial Number GREENROCK Business	
Serial Number GREENROCK Combiner Box	
Serial Number(s) GREENROCK Stacks	
Date of Installation	
Invoice Number	
Installation Report	

Appendix 1

Conditions Capacity Measurement:

Room Temperature +25 bis +30°C

Charge / Discharge Method:

1. Discharge the battery with a constant current and constant discharge voltage until the cut-off current is reached.
2. Do not use the battery for two (2) hours.
3. Charge the battery with a constant current and constant charging voltage until the cut-off current is reached.
4. Do not use the battery for two (2) hours.
5. Discharge the battery with a constant current and constant discharge voltage until the cut-off current is reached.
6. Calculation Formula: Actual Capacity = Discharge Time x Discharge Current
7. Charge the battery with a constant current and constant charging voltage until the cut-off current is reached.

Testing Conditions

Product	Constant Discharge Current (V)	Constant Charge Current (V)	Constant Charge/Discharge Current (A)	Cut-Off Current (A)
Greenrock BA-S1-48	35	59,0	4,0	1,0
Greenrock BA-S1-24	17,5	29,5	4,0	1,0
Greenrock BA-S1-12	8,8	14,7	4,0	1,0