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## **CERTIFICATE**

### **FOR LIMITED WARRANTY**

#### **Valve Regulated Lead Acid Battery of the type range sun|power VR L**

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All claims of the original purchaser (hereinafter referred to as “User”) of sun|power VR L Lead Acid Stationary Batteries for Solar Applications (hereinafter referred to as “Batteries”) are subject to the following covenants, warranties and limitations:

#### **I.**

##### ***User’s covenants***

The User of Batteries from HOPPECKE Batterien GmbH & Co. KG and its subsidiaries (hereinafter referred to as “HOPPECKE”) shall

1. ensure, that the average yearly ambient temperature while using the Batteries will not exceed 30°C. Ambient temperatures above 30 degrees are acceptable for short durations of time provided, that the installation is equipped with a charging temperature compensation device. Max. operating temperature must not exceed 40 degrees C max. at any time during its use.
2. observe, that the Batteries being used have the proper size, design and capacity for their application at an average yearly ambient temperature not exceeding 30°C
3. warrant, that batteries in cyclic use are discharged up to a max. of 50% DOD
4. observe, that the Batteries will be handled, stored, installed, charged, discharged, operated and maintained in accordance with HOPPECKE’s printed and published technical instructions to be amended from time to time;

5. ensure, that HOPPECKE's representatives have access to the Batteries being delivered hereunder for the purpose of inspection at reasonable hours and intervals in order to keep an eye on the warranties being given;
6. maintain complete and proper records for all items being listed in this paragraph and shall permit examination of those records by HOPPECKE at anytime.

## II.

### ***Limited Warranty and Disclaimer***

1. HOPPECKE represents and warrants that
  - a) the Batteries shall substantially conform with HOPPECKE's technical specifications and are suitable for their contractually defined use;
  - b) the Batteries shall be free from any defect in material and workmanship, whereby their rated capacity between 80 and 100 % shall not be considered as defective, as this is defined in appropriate technical norms;
  - c) the batteries have a cycle life time of 3.000 cycles at 50 % DOD at 20°C ambient temperature
2. The warranty period shall be 5 (five) years from the date of installation and max. 5 (five) years and 3 (three) months from the date of shipment against faulty material and/ or workmanship. The User shall be entitled to full repair and replacement for the first 3 (three) years of warranty. During the last 2 (two) years, the practicability of any repair or replacement of the defective Batteries shall be determined by HOPPECKE on a pro-rata credit calculation, taking the purchase list price of the respective new Battery with an equal or greater ampere hour capacity as basis. The credits shall be calculated according to the following pro-rata formula:

(List price pro-rata credit) x (number of months of un-expired warranty/number of months of total warranty) = applied credit.

3. The User is obliged to examine the Batteries immediately upon delivery with reasonable diligence and to promptly notify HOPPECKE in writing about any alleged defects in material or workmanship. In the event the User neglects to notify HOPPECKE, the defective Battery shall be regarded as approved, unless such defect could not be detected during the examination by the User (“latent defect”).
4. Any return of the Batteries is subject to a written Return Material Authorization of HOPPECKE. The User shall bear all cost of returning the Batteries and shall ensure that the returned Batteries being duly packed and secured against damages of any kind during shipment. All Batteries being returned to HOPPECKE shall become the property of HOPPECKE once they have been acknowledged by HOPPECKE as defective. The examination of the returned Batteries shall only be done by HOPPECKE.
5. In the event HOPPECKE decides that the Batteries being returned to HOPPECKE during the warranty period are defective as a result of material defect or bad workmanship, HOPPECKE shall have primarily the option, at its sole discretion, to repair or replace such Batteries within the above mentioned warranty period FOB (INCOTERMS 2000) for the User. With respect to every single defect, HOPPECKE shall be entitled to 3 attempts to carry out rectification or replacement measurements.
6. HOPPECKE does not make any other warranties expressed or implied with respect to the Batteries being purchased by User and hereby disclaims all other warranties, including warranties of merchantability.
7. The above limited warranty does not apply to any Battery that is
  - a) modified or altered or used with battery additions other than the same of HOPPECKE products;
  - b) physically damaged;

- c) operated in a manner other than specified by HOPPECKE;
- d) treated with abuse, negligence or other improper treatment (including, without limitation, used outside the recommended environment or ambient temperature);
- e) not maintained to HOPPECKE's maintenance specifications;
- f) unserviceable due to fire, wreckage, freezing or any act of God (force majeure event);
- g) used in cycle applications. In this case, separate cycle application warranties shall apply.

### III.

#### ***Limited liability***

1. EXCEPT AS PROVIDED IN THE FOREGOING SECTION, HOPPECKE SHALL NOT BE LIABLE FOR ANY CLAIMS FOR DAMAGES AND COMPENSATION FOR EXPENSES IRRESPECTIVE OF THEIR LEGAL GROUNDS, IN PARTICULAR, BUT NOT LIMITED TO CLAIMS FOR BREACH OF CONTRACT OR NON-CONTRACTUAL OBLIGATIONS, E.G. LIABILITY FOR NEGLIGENCE AT THE TIME OF CONCLUDING THE CONTRACT, AND TORT CLAIMS.
2. The above stated limitations of liability do not apply in cases of mandatory and statutory liability, e.g. under the German product liability act, in case of intentionally or cross negligence, death, personal injury and material breach of substantial contractual obligations. Damages resulting from material breach of substantial contractual obligations shall be limited to typical and foreseeable damages, except in case of intentionally and cross negligence, death or personal injury.
3. As far as the User is entitled to damages according to the forgoing paragraphs, the limitation period shall be 24 months after the notice of User about the accrual of such damages.
4. This limited warranty and liability shall only apply to the User of the Batteries and shall not be transferable.

**IV.**

***Governing Law***

1. The purchase contract shall be governed by and construed in accordance with the Laws of the Federal Republic of Germany as being applicable between German domestic parties. The application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.
2. The place of jurisdiction shall be the place of HOPPECKE's registered office.

Hoppecke Asia Pacific Pte Ltd

