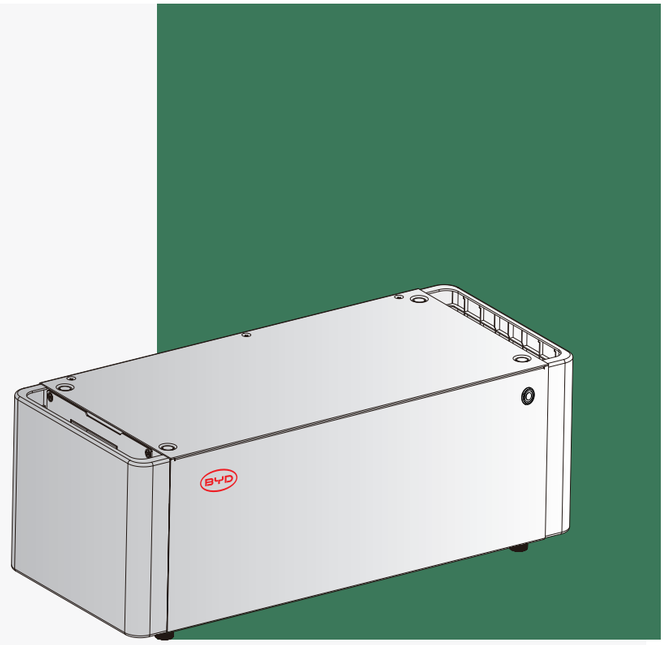
LV5.0 LIMITED WARRANTY LETTER

EN-LIMITED WARRANTY
May-2024 Version01



Applicable Area: The Africa
Applicable product types: LV5.0

This limited warranty letter (herein after"Warranty") as described below applies to the residential application with LV5.0 System ("Product") supplied by BYD Lithium Battery Co., Ltd (herein after "BYD") with the types referenced above to End-User (End User is the buyer who puts the Product into operation for the first time) via the way authorized by BYD. BYD warrants to the End User as follows:

1 Warranty period

1.1 Product warranty

The product warranty period is 7 years. If the date of production to the invoice date is not more than 6 months, the warranty period is counted from the invoice date. If the date of production to the invoice date is more than 6 months, the warranty period is counted from the six months after the date of production.

Rating Label SN Code	XXXXXXXXXXXXXXXXXXXXXXXXX (15, 16, 17) 15: Year, 16: Month, 17: Day

1.2 Capacity Performance warranty

BYD warrants that the Product retains Sixty-five percent (65%) of Usable Energy for seven (7) years from the Invoice Date.

Product Type	Usable Energy (kWh)*1
LV5.0	5

Remark: Capacity measurement condition is defined in Appendix 1.

*1 Measured in accordance with the standard test conditions ("STC") of measuring Capacity referred to in Appendix 1

1.3 Capacity performance warranty for subsequent increase in battery module .The subsequent increase battery module is purchased after finishing the initial installation ("Subsequent Product"). BYD warrants that the Subsequent Product retains Sixty-five percent (65%) of Usable Energy for seven (7) years from the Invoice Date of the Subsequent Product.

2 Preconditions for warranty

2.1 The defect of the Product shall occur within the Product warranty period as determined above.

2.2 Any Product failure, fault or warning which had lead to system did not work or working abnor mally, the relative information must be reported in the form of Warranty Claim stated in Clause 8 below to BYD Authorized Service Partner (stated in Clause 8 below) within 2 weeks of appearance.

2.3 Product shall be installed by skilled personnel recognized*2 or Partner certified by BYD.

2.4 End User shall correctly operate and use the Product according to User Manual and Installation Guidance.

2.5 End User shall provide the proof of the original purchase of the Product by presenting the seller`s invoice to the End User to BYD Authorized Service Partner.

2.6 The installation of the Product for the End User shall be completed within maximum 1 month from the Invoice date.

2.7 The operating temperature during the operation of the Product must not exceed -10℃~50℃ temperature range and the Product shall not be exposed and stored in a temperature higher than 50℃, and shall not be exposed in an installed area to direct sunlight. The Product installation location must be ventilated in accordance with the requirements of User Manual and Installation Guidance.

2.8 This Warranty covers a capacity equivalent to 1 full cycle*3 per day, and the Product can only be installed and operated in residential application.

*2 Skilled personnel recognized is a trained and qualified electrician or installer defined in installation guidance.

*3 Full cycle: Discharge the usable capacity of a fully charged battery and fully charge it afterwards. Micro cycles sum up to full cycles according to amount of energy charged and discharged.

3 Replace or Repair

3.1 In the event that any Product covered by this Warranty and confirmed by BYD Authorized Service Partner to be defective or non-confor mity, BYD will replace or repair the defective or non-conforming Product at its sole option and own discretion. Any maintenance or replacement shall not be deemed as extension or recalculation of the warranty period.

3.2 BYD will be responsible for the approved repair or replacement costs in connection with such non-conforming or defective Product. BYD shall become the owner of replaced battery or Products in exchange for the simultaneous transfer of ownership of the replacement battery or Product. Unless otherwise agreed by BYD Authorized Service Partner, the replaced battery or Products shall be returned by End User to the place desig nated by BYD Authorized Service Partner in the same or similar package within 4 weeks after the replacement date, the costs for the return will be paid by BYD or BYD Authorized Service Partner.

3.3 Provided that BYD has discontinued the manufacture of the Product in issue at the time the related warranty claim which confirmed by BYD, BYD shall, at its sole option, replace it with a different type of Product (of mutually agreed size, colour, shape and/or power) if technically feasible and reasonable or refund the purchase price paid by end user as shown in the seller`s invoice.

3.4 Replacement of battery, components or Products may not be brand new but with quality and specification compliant with the Product specifications.

4 Exception of Warranty

4.1 Warranty period specified above has already expired.

4.2 Product damage and defect caused by End User's improper use, misuse, abuse, which non-con forming with User Manual.

4.3 Damage caused during transport, incorrect product installation, removal exceed of tempera ture range during use and improper use.

4.4 Unauthorized wiring and use with faulty or incompatible devices.

4.5 Product arbitrarily modified or its function changed without permission by BYD.

4.6 Any changes to the installation didn`t done in accordance with the Installation Guidance.

4.7 Product damage caused by maintenance and other services conducted by personnel unauthorized by BYD.

4.8 End User fails to provide correct product serial number or product serial number is undecipher able or has been modified without permission by BYD.

4.9 External influences including unusual physical or electrical stress (power failure surges, inrush current, lightning, flood, fire, accidental breakage, etc.)

4.10 Product damage caused by external force, force majeure (causes of natural disasters such as unforeseeable, unavoidable and insurmountable objective events, including but not limited to war, civil war,strike, riot or other activities intervened by government, terrorism, war, riots, strikes, unavailability of suitable and sufficient labour or materials and other events which are out of control of BYD) or other third party.

4.11 The defect cannot be overcome under the technology condition when the Product sold to End User.

4.12 Defects of Product arise due to renewal of the national or regional laws or regulations.

4.13 Product damage caused by End User deliberately or by willful act.

4.14 Product failure is not reported to BYD Authorized Service Partner within 2 weeks of appearance.

4.15 Purchase and installation of the Product in an area other than the Applicable Area.

5 Non-Applicability of Warranty Claim

In case a warranty claim is reported which shows not to be valid, the costs incurred by BYD or BYD Authorized Service Partner due to this non-applicability of warranty claim shall be covered by End User unless this non-applicability was not visible for End User according to given circumstances.

6 Warranty Restriction

Unless otherwise specified herein, to the extent permitted by applicable law, the Warranty Letter and above remedies shall be exclusive and replace all other guarantees and remedies, oral or in writing, expressed or implied. To the extent permitted by applicable law, BYD expressly reject any and all legal or implied warranty,including but not limited to warranties of merchantability, fitness for a particular purpose and hidden or potential defects. If BYD cannot abandon implied warranty as prescribed by applicable law or the guarantee specified by applicable laws, all of such guarantees and warranties shall limit to implied warranty as prescribed by applicable law or the scope within applicable laws and shall be under mandatory application according to applicable law. No distributor, agent or staff of BYD and / or BYD Authorized Service Partner is authorized to make any revision,extension or addition to the quality warranty. The legality and enforceability of remaining clauses herein shall not be affected or damaged if any of clauses herein is adjudged to be illegal or unenforceable.

Unless otherwise specified herein, to the maximum range permitted by applicable law, BYD will not be liable for any direct, indirect, special, accidental or derivative losses caused by the purchase or use of Products and its system, including but not limited to the loss of use, loss in income, actual or expected loss in revenue (including contract revenue losses), loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation, personal injury or damage loss, or the indirect or derivative loss or damage (including any expense arising from the replacement of equipment and property, resumption of production, etc.) caused by any reasons.

BYD'S LIABILITY FROM ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID BY END USER TO BYD FOR SUCH PRODUCT GIVING RISE TO THE LIABILITY.

EXCEPTED FROM THIS IS LIABILITY ON THE GROUNDS OF CULPABLE INJURY TO LIFE, PHYSICAL INJURY OR INJURY TO HEALTH AND THE MANDATORY LIABILITY FROM INTENT OR GROSS NEGLIGENCE.

7 Out of Warranty

As for the service for the Products out of warranty, BYD agrees to provide certain after sales service to End Use upon the written request addressed to BYD Authorized Service Partner, and all the costs and expenses which include but not limited to the materials, parts or labour costs, shall be borne by End User. In case of End User give written notice to request the service out of warranty, End User shall provide detail description of defects so that BYD Authorized Service Partner is able to detect whether such defect can be cured or not. For the avoidance of doubt, in no event will BYD be liable for the service out of warranty, and this Clause 7 will not constitute the promise of BYD to provide such service out of warranty.

8 Warranty Claim

Warranty claim shall be reported to BYD Authorized Service Partner in below format:

	Product Type	LV5.0
1	Serial Number of Battery module	
2	Serial Number of BMS	
3	LED indicator	
4	Serial Number of Protective cover	
5	Installation Date	
6	Invoice Number	

9 Dispute Resolution

In case of any dispute in terms of warranty-claims, a first-class international testing institute, which shall be entrusted by BYD and End User upon mutual consents in order to provide third party verification and comments. All fees and expenses shall be borne by the party that demanded such verification procedure, unless otherwise agreed.

The local courts of South Africa shall have non-exclusive jurisdiction for further disputes about a warranty claim arising from this Warranty

In case of a judicial assertion, the BYD Authorized Service Partner is not authorized to send or receive lawsuit documents.

This Warranty shall be governed and construed in accordance with the local laws, excluding the Convention on Contracts for the International Sale of Goods.

Appendix 1

Capacity measurement condition:

Ambient temperature: 25~28℃

Charge / Discharge method:

1) Under the ambient temperature of 25±2℃, the battery is discharged to the termination voltage with 0.5C constant current, and set aside for 30min to ensure the internal temperature of the battery is stable at 25±2℃;
2) Charge the battery with 0.2C constant current to the limiting voltage of 57.6V, change to constant voltage charging until the charging current is less than or equal to 0.05C to stop charging
3) Set aside for 30min;
4) Discharge the fully charged battery at 0.2C constant current to the termination voltage under the environment of 25±2℃, and record the discharged capacity;
5) Repeat steps 2)-4) twice, take the average of the three discharge capacity as the calibration capacity of the sample