Dyness Battery Cabinet Warranty Terms for C&I

1 Scope of the Warranty

The following limited warranty terms ("Warranty") is applicable to battery energy storage systems and associated components ("Products") provided by Dyness Digital Energy Technology Co., Ltd. ("Dyness") to end-users through authorized sellers ("Sellers"). For any Dyness product governed by a separate privacy policy or specific terms in its corresponding user service agreement, the product-specific privacy policy shall prevail. Matters not covered by such product-specific policies or user service agreements shall be governed by this Warranty. Dyness reserves the right, at its sole discretion, to refuse product repair or replacement in the event of any violation of the terms and conditions herein.

Applicable Products: BF100, BF200

This warranty is provided by Dyness as a standard warranty and applies only to products purchased and installed in the following countries or regions:

- **China** (including Hong Kong, Macau, and Taiwan);
- **Asia-Pacific Region:** Pakistan, Sri Lanka, Japan, Bangladesh, ASEAN countries (Brunei, Cambodia, Indonesia, Laos, Malaysia, Myanmar, Philippines, Singapore, Thailand, Vietnam);
- **Africa Region** (limited to countries that have formal diplomatic relations with China and are not in a state of war);
- **Latin America Region:** Argentina, Chile, Colombia, Honduras, Bolivia, Costa Rica, Ecuador, Cuba, Dominican Republic, El Salvador, Guatemala, Haiti, Nicaragua, Panama, Paraguay, Peru, Uruguay, Venezuela;
- **Middle East Region:** Iran, United Arab Emirates, Yemen, Iraq, Oman, Jordan, Georgia, Qatar, State of Palestine, Armenia, Azerbaijan, Bahrain, Syria, Lebanon, Persian Gulf.

The BF100 product is additionally applicable for purchase and installation in the following countries or regions:

- **Europe Region:** European Union (Austria, Belgium, Bulgaria, Cyprus, Croatia, Czechia, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden), Bosnia and Herzegovina, Norway, Switzerland, United Kingdom, Albania, Serbia, Montenegro, North Macedonia, and the overseas territories of the listed countries.
- Warranty terms differ for countries not listed above.

Definition of End User

The end user ("Buyer") means the purchaser who first puts the product into operation through authorized channels of Dyness.

Definition of Authorized Seller

Authorized Seller refers to agents, distributors, partners, or other entities authorized by Dyness, wherein "partners" must be expressly authorized in writing by Dyness.

2 Purpose

The primary purpose of the limited warranty section is to clarify matters related to the Product's warranty terms.
The primary purpose of the after-sales service section is to specify precautions for product use.

3 Duration, Scope and Limitation of the Warranty

3.1 Definition of warranty start date

(1) The warranty period shall commence on the earlier of:
  ① Installation Completion Date: The acceptance date specified in the Installation Acceptance Report signed by Dyness or a Dyness-authorized service provider;
  ② 90th Natural Day after Product Arrival at Designated Port: Calculated from the bill of lading issuance date (including original B/L, Telex Release, or Sea Waybill).

(2) If installation is delayed due to customer-related reasons (including but not limited to customs clearance delays, improper storage arrangements), the warranty period shall remain effective from the original commencement date without extension.

(3) To purchase the extended warranty service, the customer must submit an application to a Dyness sales representative, distributor, or authorized Dyness third party and pay the applicable extended warranty fees at least by 90th Natural Day prior to the end of the fifth warranty year (*based on the original warranty expiration date*). Failure to submit the application on time, pay the fees, or failure of the equipment to pass evaluation will result in automatic and irreversible termination of the extended warranty service.

(4) The warranty period shall run continuously from commencement without interruption, suspension, or cumulative segmentation. Failure to renew or pay fees constitutes automatic forfeiture of subsequent warranty rights, releasing Dyness from all obligations.

(5) Replacement parts shall carry a new warranty period starting upon the completion of replacement, limited to the remaining duration of the original warranty. The original product warranty remains unchanged.

(6) No repair or replacement by unauthorized third parties shall extend or reset the warranty period without Dyness' prior written confirmation.

3.2 Performance Guarantee

Dyness solemnly guarantees that, under standard operating conditions, the product is warranted for 8,000 cycles or 10 years, whichever comes first. (This warranty is different from the "3.3 System Guarantee" and does not cover repairs or replacements resulting from damage to the battery module.)
The warranty period shall be calculated from the initial installation date or three months after the product is delivered to the original purchaser, whichever occurs earlier.

3.3 System Warranty

(1) For designated usage scenarios, Dyness provides a 5-year warranty for the system. (*Dyness shall not be liable for damage to the equipment or other compensation costs resulting from the use of third-party inverter not certified by Dyness for compatibility.*)

(2) Dyness solemnly warrants that, during the warranty period (i.e., from the warranty start date until its expiration), the product will be free from defects in materials or workmanship, provided it is used correctly under the conditions specified in the User Manual. Material defects exclude tearing, wear that does not impair functionality, and degradation of the product's appearance (including but not limited to scratches, stains, mechanical abrasion, rust, or mold).

(3) This product must be installed at least **5 kilometers** away from the sea without requiring additional protective measures; otherwise, the warranty shall be void.

(4) To qualify for the standard warranty coverage, this product must be connected to the Dyness Cloud Platform during use. Failure to maintain this connection will reduce the warranty period to 3 years (where the standard warranty is 5 years).

4 Warranty Limitations and Exclusions

4.1 Disclaimer

(1) The warranties set forth in these Terms supersede all other express warranties. In no event shall any implied warranties (including but not limited to merchantability, fitness for a particular purpose, or non-infringement) extend beyond the applicable warranty period specified in Article 3 above.

(2) Sellers of Dyness or any other person are not authorized to make any warranties on behalf of Dyness beyond those provided herein or to extend the warranty period beyond the duration stated above.

4.2 Exclusions

Dyness shall not be liable for any indirect, incidental, special, or punitive damages (including, but not limited to, loss of profits, loss of goodwill or business reputation, or delay damages) arising from the product or its installation, use, performance, or failure to perform, any defect, or any breach of this Limited Warranty, whether based on contract, warranty, negligence, strict liability, or any other theory. Dyness's total liability for damages or otherwise, if any, shall not exceed the purchase price paid by the original purchaser for the product.

This Limited Warranty does not cover product damage resulting from the following circumstances:

(1) Failure of the buyer to pay the full price for the product.

(2) Non-compliance with the requirements specified in the official Dyness Product *User Manual, Operation & Maintenance Manual* and "7. Requirements for Use and Transport".

(3) Product damage caused by modification, alteration, disassembly, repair, maintenance, or other service performed by personnel not authorized by Dyness.

(4) Damage or defects resulting from the buyer's unauthorized use of its own designs, materials, mixing, functional changes, or product servicing.

(5) Product damage and defects caused by buyer's improper use, mixed usage, misuse, or abuse, not in accordance with the *User Manual*.

(6) Cosmetic damage, deformation, wear, stains, rust, mold, or similar effects occurring during the buyer's use.
(7) Improper transportation, storage, installation, wiring, or use of faulty or incompatible equipment by the buyer. Damage or malfunction is not covered if the buyer transports the equipment without using the original packaging materials provided by the seller.
(8) Alteration, erasure, or illegibility of the product model, nameplate, or serial number, or damage to tamper-evident seals.
(9) Product exposure to any abnormal external influences, including abnormal physical forces, acts of nature, or electrical stress (e.g., power outage surges, inrush current, lightning, flooding, fire, accidental breakage, etc.).
(10) Product damage caused by external forces, force majeure (natural disasters, i.e., unforeseeable, unavoidable, and insurmountable objective events including but not limited to war, civil war, strikes, riots, or government intervention activities, terrorism, war, riots, strikes, labor or material shortages, and other events beyond Dyness's control), or damage caused by any third party.
(11) Product damage indirectly caused by updates to national, regional laws, regulations, or policies.
(12) Product damage and defects caused intentionally or deliberately by the end user.
(13) Product damage caused by the use of incompatible AC voltage.
(14) Failure to report a product malfunction to the seller or a Dyness authorized service partner within two (2) weeks of its occurrence.
(15) Purchase and installation of the product outside the areas specified in these terms and conditions.
(16) The warranty period specified above has expired.
(17) Inability to provide the product invoice, or illegibility or alteration of the product serial number.
(18) Product installation not commenced within one (1) month of the warranty start date, or not completed within three (3) months.
(19) The state of scientific and technical knowledge at the time the product was sold to the original purchaser was insufficient to discover the defect.
(20) The original purchaser denies Dyness or a Dyness partner internet access to performance data after reporting a warranty claim and/or operational data.
(21) The original purchaser refuses to install firmware updates provided by Dyness.
(22) The original purchaser denies Dyness or a Dyness partner physical access to the system in the case of a warranty claim.
(23) The product has been non-operational for six (6) consecutive months or cumulatively for more than six (6) months.
(24) Removal from the original installation site and reinstallation at another location without written confirmation from Dyness.

5 About Product/Parts Service

5.1 Fault Handling

(1) **Fault Information Collection:** In the event of a product malfunction, the buyer shall cooperate with the seller to provide information on the use of the malfunctioning equipment. Buyers may contact Dyness sales personnel/ distributor/ Dyness authorized third parties directly, or submit a repair request via email (service@dyness-tech.com) or the official website (https://dyness.com).

(2) **Replacement Parts Confirmation:** Once both parties confirm the product is covered under warranty, Dyness or a Dyness-authorized Seller may replace the faulty equipment using spare parts. Prior to replacement part installation, the Buyer must obtain written confirmation from the Seller and provide the product SN code, serial number of the faulty equipment, and the spare part to be installed.

(3) **Dispute Resolution Through Consultation:** Should a dispute arise between the parties regarding whether the product qualifies for warranty coverage, they may negotiate to jointly arrange for inspection or submit the product to a third-party testing institution mutually agreed upon by both parties. The inspection methodology and conclusions shall be determined through mutual consultation.

5.2 Undertaking of Responsibilities

(1) Parts replaced within a Dyness product purchased by the original purchaser, where the replacement occurs under warranty coverage, shall become the property of Dyness.

(2) The original warranty period shall continue to apply to the repaired or replaced product. This indicates the warranty for the repaired product or the replacement part(s) will remain valid for the duration of the original warranty's remaining term.

(3) Dyness or its partners shall not be held liable for failure to perform (or delay in performing) any obligation under this Limited Warranty if such failure or delay is caused by a force majeure event. Force majeure events include, but are not limited to, natural disasters, war, riots, strikes, lack of labor, materials, or production capacity, or any other unforeseen events beyond the reasonable control of Dyness or its partners.

5.3 Services Outside the Warranty Period

(1) If the product is outside the warranty period, Dyness may offer certain after-sales services to the Buyer at a cost. All related expenses and costs, including but not limited to parts, labor, travel expenses, and other incidental expenses, shall be borne by the Buyer. Furthermore, the Buyer shall provide detailed information regarding the defect to enable Dyness' partner to determine whether the defect can be repaired.

(2) Under no circumstances shall Dyness be liable for services rendered beyond the warranty period. This clause shall not constitute a commitment by Dyness to provide such out-of-warranty services.

6 Applicable Law

This warranty shall be governed by the laws of the countries or regions listed in "1 Scope of Warranty".

7 Requirements for Use and Transport

This product includes lithium iron phosphate batteries and their accessories. To ensure the buyer's entitlement to the full warranty terms, the following terms must be strictly complied with during transportation and use of the product. Product failures or damages resulting from violation of the following requirements shall not be covered under this limited warranty.

(1) **Operating Environmental Requirements**

- Operating ambient temperature: -20~50°C (derating required above 45°C);
- Operating humidity: 0%~95% RH;
- Altitude: <3000 m (derating required above 2000 m);
- Free from conductive dust and corrosive gases;
- Level ground surface;
- No flammable or explosive materials near the installation site;
- Keep away from dusty/debris-prone areas, water sources, and heat sources to prevent water ingress and overheating.

(2) Storage Environmental Requirements

- As specified in the *User Manual.*

(3) **Transportation Requirements**

- When transporting individually, use the original packaging materials provided by the seller for each product. Additional packaging measures shall be implemented for long-distance transport (e.g., sea freight) to ensure safety. Stacking of products during transport is strictly prohibited.
- Products shall be packaged in boxes at 25%-40% State of Charge (SOC) for transport;
- If original seller-provided packaging materials are not used during transport, the buyer must fully assess risks (e.g., vibration, drops, impacts) and implement adequate product protection measures to ensure safe transportation.

(4) **Installation and Usage Requirements**

- Installation and operation shall comply with the *User Manual* and *Quick Installation Manual.*

(5) Operations and Maintenance Requirements

- Regular inspections shall be performed in accordance with the requirements specified in the *User Manual* and *Operation & Maintenance Manual*.

8 Miscellaneous Provisions

(1) These warranty terms and conditions apply solely to the original purchaser. They do not extend to any subsequent owner who acquires the product through resale, auction, exchange, gift, or any other means resulting in a transfer of title. A warranty claim may only be transferred with the prior written consent of Dyness and a Dyness partner.

(2) This Limited Warranty Letter shall be governed by the law stipulated in Article 7, without regard to its conflict of law principles.

(3) Under applicable international law and customs of international trade, the original purchaser may have statutory rights concerning the sale of goods. This Limited Warranty Letter does not limit any such statutory rights or rights arising from the purchase contract.

(4) If any provision of this Limited Warranty Letter is found to be legally invalid, the remaining provisions shall remain in full force and effect. Should a court determine any provision invalid, the court may limit the provision, delete specific words or phrases, or replace the invalid provision with one that is valid and comes closest to expressing the original intent of the invalid provision.

(5) The court at the plaintiff's place of residence shall have jurisdiction over any further disputes.

(6) For warranty claims arising from this Limited Warranty Letter, Dyness (and not a Dyness partner) shall be responsible for the service or receipt of legal process in the event of judicial proceedings.