

eBick Ultra 175 - LIMITED WARRANTY
Products sold in German markets

Scope

The product covered by this Limited Warranty is the CEGASA **eBick Ultra 175** Modular battery system, (hereinafter “Product”).

This limited warranty is applicable only to the Product sold by CEGASA to a German company (hereinafter “Reseller”), where the product is resold by the Reseller to another party in German or Austrian market (hereinafter “User”). This Warranty is valid for Germany and Austria.

The warranty period shall begin on the date of sale of the Battery to the Reseller (hereinafter “Purchase date”). This Purchase date shall be that shown on the original CEGASA invoice. But conditioned to the date of resale to the User by the Reseller (hereinafter “Resale date”). This Resale date shall be that shown on the original Reseller invoice to his customer.

Limited Product Warranty

Cegasa guarantees free from defects in materials and workmanship for a period of ten (10) years from the date of the start of the warranty, taking into account the exclusions and limitations described below.

Limited Performance Guarantee

Cegasa warrants that the Product will either (i) retain eighty percent (80%) of its usable energy for ten (10) years from the date of the warranty; or (ii) the minimum amount of energy throughput is achieved, whichever occurs first, on the condition that the Product operates under normal operating conditions, in accordance with the guidance provided by Cegasa.

The minimum energy throughput is the total energy emitted by the product recorded in the TCC.

The usable energy and minimum energy throughput for eBick Ultra 175 is shown in the following table:

Product model	Usable energy (kWh)	Minimum energy throughput (MWh)
eBick Ultra 175	13	33,8

The residual energy usable for the purposes of this Limited Warranty shall be measured and calculated at an ambient temperature of 25 to 28 °C using the following method:

- The battery with constant discharging until it reaches the final discharge voltage (EODV) or its self-protection voltage.
- Wait.1 h
- Charge the battery to full capacity with constant current and constant charging voltage.

RANGE	PRODUCT	DOCUMENT	REVISION	LANGUAJE	DATE
2 eBick	004 eBick Ultra 175	461 Warranty – German Resellers	00	EN	Mar-21
Document code:			200446100EN		

- Wait 1 h
- The battery with constant discharging until it reaches the final discharge voltage (EODV) or its self-protection voltage.
Record current, voltage and time.
- The usable residual energy is the integral of discharge time, current and voltage

Warranty Claim Procedure

Should any possible defect or fault be detected in the Product, the Reseller shall notify CEGASA within 10 days of having detected the said defect.

Notification may be given through the following channels:

- By telephoning the Customer Service department: (+34) 945 31 37 38
- By electronic mail at the address: aftersales@cegasa.com
- By letter, for the attention of:
 CEGASA ENERGÍA, S.L.U.
 Attn: Aftersales Service
 Calle Marie Curie 1 -Parque Tecnológico de Álava
 01510 Miñano Mayor (Vitoria-Gasteiz)
 SPAIN
- By contacting the sales team from whom the Battery was originally purchased

At the sole discretion of CEGASA, the Reseller may be required to:

- Return of the Battery to CEGASA for inspection, with the Reseller initially paying the shipping costs
- Keep the Battery installed and permit a representative from CEGASA to access the facilities where the product is, in order to examine the Battery
- Collect the all data and all information necessary for the investigation, in accordance with the instructions given by CEGASA. And make such data and information available to CEGASA

Should CEGASA determine that the defect or fault with the Battery is covered by the Warranty, CEGASA, at its discretion, shall decide to repair or replace the defective Battery at no cost.

The Reseller shall be responsible for the uninstallation and installation and the cost of such, as well as any other costs related to the replacement process.

The cost of shipping the Product to whichever facilities are determined by CEGASA shall be met by CEGASA only in the event that the defect or fault is covered by the Warranty. The Reseller shall forward the Product to CEGASA for analysis carriage paid, and via a forwarding agency previously authorized by CEGASA. In the event that the Product is declared under Warranty, CEGASA shall return the repaired or replaced Product prepaid and shall credit the Reseller the amount paid for the initial shipment made via the authorized agency. In the event that the defect or fault with the Product is not covered by the Warranty, the Battery shall be returned postage due and CEGASA shall not be liable for the initial shipping costs, in which case all costs shall be borne by the Reseller. CEGASA shall not be liable to pay any shipping costs if the forwarding agency has not been previously authorized by CEGASA.

CEGASA's responsibility, in the event of applying the Warranty, shall be expressly limited

RANGE	PRODUCT	DOCUMENT	REVISION	LANGUAJE	DATE
2 eBick	004 eBick Ultra 175	461 Warranty – German Resellers	00	EN	Mar-21
Document code:			200446100EN		

to the repair or replacement of the Battery. Under no circumstances shall CEGASA be held liable for loss of earnings, civil liabilities, contractual penalties, and, in general, any other liability or cost other than that incurred for the replacement of the product.

Warranty Claim Requirements

1. The Warranty is only applicable to original CEGASA products
2. The warranty is only valid if the product was purchased from CEGASA or one of its authorized distributors
3. The Warranty is applicable only to the original purchaser of the product, and is not transferable, unless expressly authorized by CEGASA
4. The purchase invoice shall be sent to CEGASA as proof of the Battery’s date of purchase and the identification of the Reseller with the right to claim against the Warranty
5. The Reseller shall allow CEGASA to access the data recorded by the Battery’ s BMS
6. The Reseller shall refrain from using the battery as soon as the defect or fault is detected.

Warranty Exclusions

The Warranty excludes defects or faults that are the consequence of:

- Act of God, acts of war or rebellion, confiscation by authorities, any ionizing radiation or dangerous reaction of nuclear elements, and external electrical accidents.
- Accidental material damages and any external damage that does not impede the normal operation of the Battery.
- Any intentional or fraudulent act perpetrated in bad faith or with malice, negligence, gross negligence or recklessness, committed by the Reseller or a Third Party.
- Any indirect losses, whether financial or otherwise, suffered by the Reseller/User as a result of the defect or fault.
- Defects or faults that are the result of improper or non-legal installation or exposure of the Battery to climatic or environmental conditions (temperature, moisture and dust), beyond the operating regime of the Battery.
- Handling and repair of the Battery (opening, modification of contents and inherent characteristics), by a technical service not authorized by CEGASA, as well as failure to observe the installation, assembly and maintenance requirements as indicated in the instruction manual.
- Faults attributable to an inadequate connection to charging devices, as well as the use of a charging device not approved by CEGASA.
- Experiments, trials or tests during which the battery has been subjected to a higher than normal load.
- Continuing to use the Battery after having detected the defect or fault, without having notified CEGASA in due time.
- Any defect or fault, in the event that the serial number of the Battery is illegible.
- If the Battery has been damaged in transit. Claims for damages produced during transit

RANGE	PRODUCT	DOCUMENT	REVISION	LANGUAJE	DATE
2 eBick	004 eBick Ultra 175	461 Warranty – German Resellers	00	EN	Mar-21
Document code:			200446100EN		

shall be settled between the Reseller and the shipping company.

- If the Battery has been installed in connection with other Batteries of a different model and/or manufacturer.
- If the Battery is used for a purpose for which it is not suited.

CEGASA's responsibility, in the event of applying the Warranty, shall be expressly limited to the repair or replacement of the Battery. Under no circumstances shall CEGASA be held liable for loss of earnings, civil liabilities, contractual penalties, and, in general, any other liability or cost other than that incurred for the replacement of the product.

Data Protection

In compliance with article 5 of the Organic Law 15/1999, of 13th December, regarding Protection of Personal Data, which regulates the right of information in data collection, we inform you that your personal data shall be incorporated in a Personal Data File owned by CEGASA, and who assumes the responsibility for the file, for the purposes of maintaining our contractual and commercial relationships with you. Likewise, CEGASA assures the owner of the data the exercise of rights of access, rectification, cancellation and objection of the information that concerns them by means of written communication, accompanied by a supporting document establishing identity to: CEGASA (Data Protection), Calle Marie Curie 1, Parque Tecnológico de Álava, 01510 Miñano Mayor (Vitoria-Gazteiz) (Araba, Spain).

Limitation of liability

CEGASA shall not be liable for any improper use of the Battery, nor in the event that the Reseller/User has not followed, for any reason beyond the control of CEGASA, the instructions provided and issued by CEGASA after having been informed of a defect or fault. CEGASA shall not be held liable if it is unable to fulfil its obligations for reasons beyond its control. The time limits stated are approximate and CEGASA shall not be liable in the event of delays.

This Warranty is not valid out of Germany or Austria

Applicable jurisdiction - competent judge

This contract is subject to Spanish Law and, within such, the competent judge for hearing actions arising from it shall be at a court in the domicile of the Reseller, for which purposes, foreign Resellers shall be appointed a domicile in Spain.

RANGE	PRODUCT	DOCUMENT	REVISION	LANGUAJE	DATE
2 eBick	004 eBick Ultra 175	461 Warranty – German Resellers	00	EN	Mar-21
Document code:			200446100EN		