

## I. SCOPE

1. Unless stated otherwise in this Product Warranty, words in capital shall have the same meaning as defined in the contract between Eaton Industries Manufacturing GmbH or any of its affiliated companies ("Eaton") and Buyer.
2. xStorage Home product is composed of several parts such as an inverter, a battery pack and a cover. This Product Warranty therefore only applies to the following products: ("*Covered Products*"):

**xStorage Home** Systems with following part numbers XSTH1P0361UBUEV1, XSTH1P0461UBUEV1, XSTH1P0601UBUEV1, XSTH1P0362NBUEV1, XSTH1P0462NBUEV1, XSTH1P0602NBUEV1, XSTH1P0364NBUEV1, XSTH1P0464NBUEV1, XSTH1P0604NBUEV1, XSTH1P0361UBUNV1, XSTH1P0461UBUNV1, XSTH1P0601UBUNV1, XSTH1P0362NBUNV1, XSTH1P0462NBUNV1, XSTH1P0602NBUNV1, XSTH1P0364NBUNV1, XSTH1P0464NBUNV1, XSTH1P0604NBUNV1. These **xStorage Home** systems are made of battery packs with following part numbers: XSTH1U12E, XSTH2N12E, XSTH4N6E, XSTH1U12N, XSTH2N12N, XSTH4N6N and inverters with following part numbers: XSTH1P0361UBUEV1, XSTH1P0461UBUEV1, XSTH1P0601UBUEV1 which:

- ✓ were manufactured by Eaton;
  - ✓ were sold by Eaton directly or through a certified Eaton dealer ("*Authorized Dealer*") as new products for the first time on the EMEA market after May 31st 2018;
  - ✓ were installed and commissioned by an installer in EMEA who followed a specific training and who was approved as an authorized installer by Eaton ("*Authorized Installer*"); and
  - ✓ were registered as being installed by an Authorized Installer on the dedicated Eaton registration platform.
3. Eaton warrants to the Buyer that the Covered Products shall be free from defects in design, material, and workmanship ("*Defects*"), under normal application, installation, use and service conditions as specified in Eaton's standard product documentation available on [eaton.com/xstorage](http://eaton.com/xstorage), during the Warranty Period as further defined under Section 3. The Product Warranty is not intended to be a durability warranty, as end-user conditions and usage is variable. In addition, Eaton warrants that the actual storing capacity of the original battery pack included in the Covered Product ("*Battery Pack*") will be not less than 60% of the labeled storing capacity for 6 kWh and 65% for the labeled storing capacity for 10 kWh Battery Packs according to IEC62620.
  4. Eaton shall, subject to the provisions of the contract between Eaton and Buyer and subject to the provisions of this Product Warranty and for the duration of the Warranty, remedy any material Defect in the Covered Products resulting from faulty design, material or workmanship which impairs the functioning of the relevant Covered Products. There shall be no claims based on Defects in cases of cosmetic defects which do not directly influence energy production, or degrade form, fit, and function, or cases of insignificant deviations or of only minor impairment of usability or from non-reproducible software errors.
  5. During the Warranty Period, Eaton will, at its option, repair the defective parts (if economically feasible) or replace the defective part free of charge, provided that you or your Authorized Dealer properly notify Eaton of the product defect in writing (i) within the Warranty Period and (ii) within 10 days after discovery of such defect, and provided that Eaton, through inspection, confirms the existence of a defect covered by the Product Warranty.
  6. Eaton will, at its option, use new and/or reconditioned parts in building replacement parts. Eaton reserves the right to use parts or products of original or improved design in the repair or replacement of your product. If Eaton repairs or replaces a product part, the Product Warranty continues for the remaining portion of the Warranty Period.
  7. Except for the express Product Warranty set forth above, Eaton makes no other representations or warranties, express or implied, regarding the Covered Products, their fitness for any particular purpose, their merchantability, their quality, their non-infringement, or otherwise.



Powering Business Worldwide

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## **II. Limitations**

1. Before use of any Covered Product, Buyer shall review the product application and national and local codes and regulations and shall verify that the use and installation of the Covered Product will be in compliance therewith.
2. Claims under this Product Warranty can only be made by Buyer provided that the Covered Product remains in its original location and configuration.
3. This Product Warranty shall not apply to and any Warranty Claim shall be void in relation to any Covered Products or parts thereof which:
  - a. have been repaired or altered outside of Eaton's factory in any manner so as, in Eaton's sole judgment, to affect its serviceability;
  - b. have been subject to alteration, accident, misuse, abuse, neglect or abnormal wear;
  - c. have been installed, operated or used in a manner contrary to Eaton's instructions, or due to failure to follow Eaton's instructions for operation and maintenance;
  - d. have been subjected to physical or electrical stress or environmental conditions misused or negligently handled or operated;
  - e. are not or have not been properly connected to the internet through Buyer's internet provider preventing Eaton from accessing the Covered Product online as may be required for software upload or performance data downloads.
4. All drawings, descriptive matter, specifications and advertising issued by Eaton and any descriptions or illustrations contained in Eaton's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Covered Products described in them. They will not form part of the contract between Eaton and Buyer in general or this Product Warranty specifically. Eaton may make any changes in the specifications, design or materials of the Covered Products which are required to conform with any applicable safety or other statutory requirements, or where the Covered Products are to be supplied to Eaton's specifications, which do not in Eaton's reasonable opinion materially affect the quality or performance of the Covered Products.
5. A Product Warranty claim shall not cover and Eaton shall not be liable to paying any expenses incurred in the course of supplementary performance, including costs for travel, transport, labor, and material, to the extent that expenses are increased because the subject matter of the Covered Products has subsequently been brought to another location than the place of delivery.

## **III. Warranty Period**

1. The warranty period for the Product Warranty of the Covered Products ("Warranty Period") commences (the "Warranty Start Date") upon the initial purchase by Buyer from Eaton or from an Authorized Dealer (as evidenced by the invoice date on the purchase order).
2. For the 4.2 kWh Covered Product the Warranty Period terminates upon the earlier of :
  - a. 63 months after the Warranty Start Date;
  - b. 60 months after installation of the Covered Product by an Authorized Installer; or
  - c. when the cumulated energy discharged from the Covered Product reaches 65,000 Ah.
3. For the 6 kWh Covered Product the Warranty Period terminates upon the earlier of :
  - a. 123 months after the Warranty Start Date;
  - b. 120 months after installation of the Covered Product by an Authorized Installer;
  - c. when the cumulated energy discharged from the Covered Product reaches 178,000 Ah;
  - d. 96 months after the Warranty Start Date if the Covered Product's historical average temperature is respectively between 30 and 32 degree Celsius; or
  - e. 72 months after the Warranty Start Date if the Covered Product's historical average temperature is respectively between 32 and 34 degree Celsius.
4. For the 10 kWh Covered Product the Warranty Period terminates upon the earlier of :
  - a. 123 months after the Warranty Start Date;
  - b. 120 months after installation of the Covered Product by an Authorized Installer;
  - c. when the cumulated energy discharged from the Covered Product reaches 313,000 Ah;
  - d. 96 months after the Warranty Start Date if the Covered Product's historical average temperature is respectively between 35 and 37 degree Celsius; or
  - e. 72 months after the Warranty Start Date if the Covered Product's historical average temperature is respectively between 37 and 39 degree Celsius.

5. The Product Warranty will terminate immediately and be void as soon as the Covered Product's historical average temperature respectively exceeds 34 degrees Celsius for the 6 kWh Covered Product and 39 degrees Celsius for the 10 kWh Covered Product.



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