

Limited Warranty for Pixii Home Energy Storage System

Introduction

At Pixii we take great pride in doing our utmost to deliver the expected high-quality Product. In the unlikely event, that our Product do not meet expectations, we will do our utmost to correct this with a minimum inconvenience for our customers on the terms stated below.

This limited Warranty (hereinafter 'Warranty') applies for all Pixii Home energy storage systems (hereinafter the "Product") delivered by Pixii AS (hereinafter "Pixii"). The Warranty is in addition to any statutory warranty imposed by law.

Pixii warrants that every Product delivered to the buyer (hereinafter "Customer") is new (unless otherwise agreed), free from defects in materials and workmanship, at the time of shipment and will be in accordance with specifications, technical and other applicable standards for the transaction in question which are made part of the sales contract between the Customer and Pixii.

Warranty period

The Product has 10 (ten) years warranty with the conditions and limitations stated below.

The batteries have 10 (ten) years or 10.000 cycles with a guaranteed rest capacity of 70%. Rest capacity shall be measured by a Pixii employee or by a Pixii certified partner, according to description provided in Pixii Home User Guide. As soon as one of the two conditions is exceeded, the battery warranty ends.

For Products that are not connected to the internet the Warranty period is reduced to 2 (two) years.
For Products replaced or repaired, the remaining time of the original warranty period will apply.

Activation of Warranty and Internet Connection

The Warranty commences from the successful registration of the Pixii Home system and acceptance of the terms and conditions of the warranty agreement by the guarantee eligible person.

The 10 (ten) years Warranty requires that the Product is always connected to the Internet and remotely accessible, excluding downtime due to maintenance or other incident outside the control of the Customer.

Conditions for the Warranty

The Warranty is subject to the following terms and conditions:

- 1) Pixii's sole obligation and liability under the Warranty is limited to either repairing or replacing defective Product or refunding the purchase price for the defective Product (prorated for the period

of use after two years), at Pixii's sole option. When repairing or replacing the Product, Pixii may use Product or parts that are new, equivalent to new or re-conditioned.

- 2) The Warranty extends only to and is only intended for the benefit of the Customer (original purchaser) and does not obligate Pixii and shall not be construed to constitute a warranty by Pixii to any natural or legal person other than the Customer.
- 3) The Customer must inform the installer/re-seller (or Pixii via official website or Pixii Home App) without undue delay and, in any event, no later than 30 days after a defect is discovered in the Product.
- 4) The Product is required to be regularly maintained by Pixii or Pixii certified installer, according to the maintenance procedures for the Product and the Requirements for Environmental Protection.
- 5) The Customer can document satisfactory completion of annual system review protocols for the Product.
- 6) Performance logs recorded within the Product must be made available to Pixii upon request at reasonable notice.
- 7) The Customer must provide Pixii with the original serial number(s) for the relevant Product (including, where applicable, the Pixiibox Converter Modules, the Product components and Batteries).

Reporting an incident

An incident (potential failure) must be reported to the installer/re-seller (or Pixii via official website or Pixii Home App) without undue delay and, in any event, no later than 30 days after detection. Use the form or Pixii Home Application provided by the installer/re-seller for that purpose. The description of the incident should include details of the fault. Failure to do so will make the potential warranty case void.

When registering an incident, please include the following information:

- Customer name and address
- Name of contact person and contact details
- Proof of purchase including date of delivery
- Serial number
- Completed and signed commissioning report Name and contact details of the installer
- A clear description of the nature of the incident
- Warranty state

Potential Warranty Services

Depending on the nature of the case, the following service actions may take effect:

- change system settings
- provide another software as well as an interface of installation, if necessary
- repair the defect
- provide the corresponding replacement part (new or used) – if the identical product is no longer available, an equivalent replacement product may be used
- provide an equivalent system (new or used)
- Deliver or extend battery capacity

Costs associated with a Warranty claim

Cost related to warranty issues during the first 2 years will be covered according to the “EU Directive on the liability for defective products”.

From year 3, the Customer shall at its own risk and cost return defective Product or parts of Product to the installer/re-seller without undue delay upon their written confirmation that Product could be returned.

Return of the Product or parts of Product after repair shall be prepaid by the Customer unless otherwise agreed with the installer/re-seller.

The further handling of the warranty case will follow the Return Merchandise Authorization (RMA) procedure.

Warranty limitations

Pixii shall not be liable, and the Customer shall have no rights or benefits under the Warranty if any of the following conditions apply:

- 1) The product has not been correctly installed, commissioned, maintained or properly documented by a Pixii Home certified installer.
- 2) The Product has not been correctly operated in accordance with the documentation provided by Pixii or has been operated beyond rated capacity, or operated outside of the product specifications (temperature, vibration, voltage, humidity, contamination, etc.).
- 3) The Product has been subjected to misuse, neglect, accident, exposure to environmental conditions not conforming to the Product’s specified limits of operation, improper handling, or transportation (claims to be handled by consignee), improper installation or maintenance (e.g. use of non-original components), or has been altered, modified, or repaired by anyone other than Pixii or its authorized representative.
- 4) Any part of the Product has been completely or partially disassembled other than by Pixii or its authorized representative.

- 5) The Product has been damaged as a result of: a) normal wear and tear; b) rough handling (including without limitation, defects caused by sharp items, by impact pressure, by collision with an object etc.); c) battery leakage caused by improper handling or any other incidents; d) improper use of an electrical source; e) a force majeure event or f) other acts beyond the reasonable control of Pixii.
- 6) The Product original serial number plate has been removed, defaced, or altered, or the warranty/product seal has been broken (if applicable).
- 7) The Product has been subjected to theft, vandalism, or other accidental damage.
- 8) The software included in the Product has been damaged by computer or internet viruses, including but not limited to bugs, worms, Trojan Horses, cancel bots or damage caused by the connection to other Product not recommended for interconnection by Pixii.
- 9) The Product has been damaged by any interconnected 3rd party products or parts, where the Product has been installed, used, or operated.
- 10) Spare parts not manufactured, sold, or approved by Pixii has been used in connection with the repair or replacement of Product or part of Product.
- 11) Defects or capacity limitations due to operation or maintenance not in accordance with provided user documentation.
- 12) Damage caused by continued use of the Product after it is known or should have been known with regular servicing, it is defective.
- 13) Deep discharge of battery cells (as defined by Pixii in the user documentation), which could have been determined and prevented by the customer or its service partner, or upon presence of an online connection.
- 14) The Product has been used in conflict with the intended use (e.g. for commercial use, in combination with CHP (Combined Heat and Power), other).

In no event shall Pixii in contract, tort or according to law be liable for any special, indirect, or consequential damages such as, but not limited to, loss or corruption of data, loss of use, loss of business or goodwill, loss of revenue, loss of profits, which may result, either directly or indirectly, from defects in Product provided by Pixii.

Pixii makes no other warranties to the Customer, either express or implied with respect to the Product and/or services.

Warranty exclusions for lack of Internet connection

It is required that the Product is always connected to Internet for service purposes. The required internet

connection must have a download speed of at least 1 Mbit/s and an upload speed of 512 kB/s. If there is a temporary internet disconnection, the Product Owner should put in place measures to monitor the Product for defects during such Internet disconnection period.

Pixii shall not be responsible for, and the warranty shall not cover any failure to provide product or system updates which had been planned to occur remotely over internet during such period of disconnection.

Other

Where, due to mandatory governing law, any part of this warranty statement becomes invalid, illegal or void, this part of the statement should be understood as the minimum changes required to overcome this, and other parts of this document and the Warranty remains unchanged.

The Customer confirms to have read, reviewed, and understood the conditions for the Warranty. The conditions are by both parties considered reasonable and in accordance with industry standard.

Governing law

The Agreement is exclusively governed by the laws of Norway.

Any conflict the parties can not settled through negotiations, shall be finally settled by the courts in Norway, with Oslo as proper legal venue.

For Pixii AS

Kenneth Bodahl CEO

Verification

Transaction 09222115557534457714

Document

Pixii Home Warranty Statement v1.0

Main document

5 pages

Initiated on 2024-12-17 11:19:14 CET (+0100) by Dag Lindseth Andersen (DLA)

Finalised on 2024-12-17 15:57:09 CET (+0100)

Initiator

Dag Lindseth Andersen (DLA)

Pixii

dag.andersen@pixii.com

+4790119763

Signatories

Frode Vågen (FV)

Pixii AS

frode.vagen@pixii.com



The name returned by Norwegian BankID was "Frode Vågen"

BankID issued by "BankID - Bankenes ID-tjeneste AS"

2024-02-08 16:49:53 CET (+0100)

Signed 2024-12-17 15:20:06 CET (+0100)

Kenneth Bodahl (KB)

Pixii AS

kenneth.bodahl@pixii.com



The name returned by Norwegian BankID was "Kenneth Bodahl"

BankID issued by "DNB Bank ASA"

2024-10-18 04:31:17 CEST (+0200)

Signed 2024-12-17 15:57:09 CET (+0100)

This verification was issued by Scrive. Information in italics has been safely verified by Scrive. For more information/evidence about this document see the concealed attachments. Use a PDF-reader such as Adobe Reader that can show concealed attachments to view the attachments. Please observe that if the document is printed, the integrity of such printed copy cannot be verified as per the below and that a basic print-out lacks the contents of the concealed attachments. The digital signature (electronic seal) ensures that the integrity of this document, including the concealed attachments, can be proven mathematically and independently of Scrive. For your convenience Scrive also provides a service that enables you to automatically verify the document's integrity at: <https://scrive.com/verify>

