

Title:

Pixii Global Warranty



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Introduction

This limited Warranty (hereinafter '**Warranty**') and Performance Guarantee (detailed in attached Appendix A) applies for energy storage systems comprising of a battery, converter, control unit and other devices or components (hereinafter the "**Product**") delivered by Pixii AS (hereinafter "**Pixii**").

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 standard Warranty period is 5 (five) years from date of delivery from Pixii to the Customer.

The 5 (five) year Warranty requires that the Product are online and remotely accessible at all times, excluding down-time due to maintenance or other incident outside the control of the Customer.

If the Product is not remotely accessible, the Warranty period is 2 (two) years from date of delivery from Pixii to the Customer, unless agreed otherwise in writing.

For Product replaced or repaired during Warranty, the remaining time of the original Warranty period will apply.

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), 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. All duties, tariffs and customs are the sole responsibility of the Customer.
- 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 Pixii (via Pixii official website) without undue delay once a defect is discovered in the Product.
- 4) The Customer shall at its own risk and cost return defective Product or parts of Product to Pixii's repair centre (or other place agreed with Pixii), without undue delay upon Pixii's 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 Pixii. If the Customer requires the repair to be performed outside Pixii's repair centre, the Customer shall pay the applicable additional cost.
- 5) The Product is required to be installed and maintained by Pixii or Pixii certified installer, according to the product documentation and maintenance procedures for the Product and the Requirements for Environmental Protection.
- 6) The Customer can document satisfactory completion of annual system review protocols for the Product.
- 7) Performance logs recorded within the Product must be made available to Pixii upon request at reasonable notice.

- 8) 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).

Performance Guarantee conditions applicable to Batteries supplied as part of the Product are included in Appendix A and are applicable to the Battery make and model used with the Product.

Claiming a warranty case

A warranty case shall be reported to Pixii without undue delay after the fault is or should reasonably have been detected. The warranty case, with details on the fault and argumentation for invoking the warranty, shall be communicated to Pixii through the RMA form which is available on Pixii official website. Failure to do so will make this warranty case void.

Costs associated with a warranty claim

The Customer will arrange, and cover freight for shipping the faulty field replaceable unit to Pixii. For valid warranty claims, Pixii will repair or replace the faulty field replaceable unit, and Pixii will cover the freight of returning the repaired or replaced unit to the Customer. For invalid warranty claims, Pixii will not be liable for any cost and faulty units can be replaced at an agreed price.

Limitation

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 installed, maintained, or operated in accordance with the documentation provided by Pixii for that purpose.
- 2) 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.
- 3) Any part of the Product has been completely or partially disassembled other than by Pixii or its authorized representative.
- 4) 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.
- 5) The Product original serial number plate has been removed, defaced, or altered, or the warranty/product seal has been broken (if applicable).
- 6) The Product has been subjected to theft, vandalism, or other accidental damage.
- 7) 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.
- 8) The Product has been operated beyond rated capacity, operated outside of the product specifications (temperature, vibration, voltage, humidity, contamination, etc.), or used with parts which are not made or recommended by Pixii or its authorized representative.

- 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.

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.

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.

Final Remark

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 above.