

## BYD Battery-Max LiteIn Limited Warranty

**This Limited Warranty applies to BYD battery system product Battery-Max LiteIn (Models: LiteIn 30, LiteIn 37.5, LiteIn 45, LiteIn 52.5, LiteIn 60, LiteIn 67.5, LiteIn 75, LiteIn 82.5) (“Product”) purchased on or after Nov. 1<sup>st</sup>, 2024.**

Shenzhen BYD Electronics Co., Ltd. (“BYD”) hereby provides BYD Battery-Max LiteIn Limited Warranty (“**Limited Warranty**”) to “**Original Buyer**” (the entity who purchases the Product for their use and puts the Product into operation for the first time).

### 1. LIMITED WARRANTY

#### 1.1. Warranty Start Date

Generally, Warranty Start Date is the first day after six (6) months from the Production Date of the Product (*Refer to the Appendix of this Limited Warranty to find out the Production Date*). But if Original Buyer can provide the written documents (such as receiving note) to prove the time when Product is delivered to the installation site where the Product is installed and operated for the first time (“**Delivery Date**”), Original Buyer can choose the first day after thirty (30) days from the above Delivery Date as Warranty Start Date.

#### 1.2. Limited Product Warranty

The Limited Product Warranty will take effect automatically and it is strongly recommended to connect the Battery-Max LiteIn to the internet to provide remote access for BYD service team through the **Be Connect Monitoring Platform**.

The warranty assures the Original Buyer that the Product will be free from defects in material or workmanship that, when given normal, proper and intended usage for a period of ten (10) years for the entire ESS Product from Warranty Start Date .

Material defects shall not include tear and wear and any deterioration in appearance of the Product (including but not limited to any scratches, stains, mechanical wear, rust or mold) as long as they do not have any impairment of function.

#### 1.3. Limited Performance Warranty

BYD warrants that the product will either (i) remain at seventy (70) percent of its initial usable energy after (10) years of use or (ii) reach the Minimum Throughput Energy, whichever comes first, on the condition that the Product is operated in a normal manner that adheres to the manual guidelines provided by BYD.

The initial usable energy and Minimum Throughput Energy of Battery-Max LiteIn for each Product Model are set out in the table below.



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Product Model	Usable Energy (kWh)	Minimum Throughput Energy (MWh)
LitIn 30	30	73.88
LitIn 37.5	37.5	92.35
LitIn 45	45	110.82
LitIn 52.5	52.5	129.29
LitIn 60	60	147.76
LitIn 67.5	67.5	166.23
LitIn 75	75	184.70
LitIn 82.5	82.5	203.17

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Note:

The value of Minimum Throughput Energy are recorded in the PDU, which can be shared with Original Buyer for warranty claims upon request.

To ensure the validity of the warranty, the DC current on battery side must not exceed the maximal allowable current of the system in any moment.

For this Limited Warranty, the remaining usable energy should be measured and calculated by the following method, while the operating temperature is between 25.0°C and 28.0°C.

- (i) Discharge the battery with constant current until the battery reaches End of Discharge Voltage (EODV) or its self-protective voltage.
- (ii) Wait for 10 mins.
- (iii) Charge the battery with constant current and constant charge voltage to its full capacity.
- (iv) Wait for 10 mins.
- (v) Discharge the battery with constant current until it reaches EODV or its self-protective voltage. Record the current, voltage and time.
- (vi) The remaining Usable Energy is the integral of discharge time and current multiplied by voltage.

**Test value list:**

Product Type	End of discharge voltage / V	Constant charge voltage / V	Constant current / A
LitIn 30	259	355	20
LitIn 37.5	324	444	20
LitIn 45	389	532	20
LitIn 52.5	453	621	20
LitIn 60	518	710	20
LitIn 67.5	583	799	20
LitIn 75	648	888	20
LitIn 82.5	712	976	20

**1.4. Limited Performance Warranty for additional battery modules**

If Original Buyer purchases additional battery modules after the initial installation of the Product ("Subsequent Product"), the Warranty Start Date of the Subsequent Product is the first day after six (6) months from the Production Date of the Product or thirty (30) days after the delivery date of the Product to the installation site with receiving notes or any other written documents provided by Original Buyer. Other terms and conditions in this Limited Warranty also apply to the Product.

**1.5. Warranty Limitations**

The Limited Warranties in clause 1.2 and 1.3 are subject to and must be read together with the limitations, exclusions, and limitations set out below.

**2. EXCLUSIONS AND LIMITATIONS****2.1. Disclaimer**

(a) To the extent permitted by law, the warranties in this Limited Warranty are the only express warranty given for the Product. BYD disclaims all statutory and implied warranties, including without limitation, any warranties of merchantability, fitness for a particular purpose, or non-infringement. To the extent permitted by law, in so far as such warranties cannot be disclaimed, BYD limits the duration and remedies of such warranties to the duration of this Limited Warranty and, at BYD's option, the repair or replacement services described below.

(b) Neither seller of the Product nor any other person is authorized to make any warranties on behalf of BYD other than those contained in this document or to extend the duration of the warranties beyond the periods specified above.

**2.2. Limitation of Liability**

Except as provided in this warranty and to the maximum extent permitted by law, in no event will BYD be liable for any consequential, incidental, special or punitive damages (including without limitation of loss of profits, harm to goodwill or business reputation, or delay damages) arising from or out of the



Product or its installation, use, performance or non-performance, or any defect or breach of warranty, whether based on contract, warranty, negligence, strict liability, or any other theory. BYD's aggregate liabilities, if any, in damages or otherwise, shall not exceed the purchase price paid by the Original Buyer for the Product. Liability for culpable injury to life, limb or health remains unaffected; This also applies to mandatory liability in accordance with the product liability law.

### 2.3. Warranty Limitations

The Limited Warranty in clause 1.2 and 1.3 does not apply to any defect or deterioration resulting from:

- (a) the Product not being installed, maintained or operated by the Operating Manual;
- (b) exposure of the Product to movement or shaking following installation, or temperatures of greater than 50°C or less than -10°C;
- (c) Original Buyer failing to notify BYD or a BYD Authorized Service Partner ("BYD Partner") of the defect or deterioration within 30 days from the date of the occurrence;
- (d) the Product not being installed within one (1) month from Warranty Start Date;
- (e) operation of the Product with an inverter that is not a BYD certified inverter which are specified in the BYD Battery-Max LiteIn Compatible Inverter List, which is available on the websites: [www.bydbatterybox.com](http://www.bydbatterybox.com) and [www.bydenenergy.com](http://www.bydenenergy.com);
- (f) modification or repair of the Product without the approval of BYD or BYD Partner;
- (g) a force majeure event (e.g., natural catastrophes, such as flooding, fires, earthquakes, lightning or other abnormal environmental conditions, war, etc.);
- (h) noticeable damage to the Product that occurred during transportation;
- (i) changes to national or regional laws, regulations or directives; or
- (j) the Product not being operated for any period of 6 months or more.

### 2.4. Warranty Exclusions

The Limited Warranty in clause 1.2 and 1.3 does not apply:

- (a) if the Product was not purchased in Africa, Lebanon, Yemen, Oman;
- (b) if Original Buyer does not grant BYD or BYD Partner access to the performance data of the Product over the Internet upon request after reporting the warranty claim or manipulate such data;
- (c) to wear and tear in the appearance of the Product (including but not limited to any scratches, stains, mechanical wear, rust or mould) which does not impair its function;
- (d) to any damage to property or personal injury arising from any defect if the state of scientific and technical knowledge at the time when the Product is sold to Original Buyer was not such as to

enable the defect to be discovered;

- (e) if the invoice for the Product and the information listed in clause 4 below is not provided with the warranty claim; or
- (f) if the serial number on the Product can no longer be identified or has been modified.

### 3. REMEDY FOR BREACH OF WARRANTY

- 3.1. Subject to the exclusions and limitations set out above, if the Product fails to comply with the Limited Warranty in clause 1.2 or 1.3, BYD will repair or replace the non-conforming Product or parts thereof within the warranty term at no charge (or provide a partial refund) on the following conditions.
- 3.2. Whether to repair or replace the Product will be determined by BYD in its sole discretion.
- 3.3. The Product or any of its parts to be replaced will have the same performance and reliability as the original Product. If the production of the relevant type of the Product or any of its parts has been discontinued, withdrawn from the market, or are otherwise unavailable, BYD may replace the Product or parts with a similar Product or part (which may include previously used parts that are equivalent to new in performance and reliability).
- 3.4. If BYD does not repair or replace the defective Product or parts, BYD will refund Original Buyer an amount of money calculated as follows:
  - (a) If the Product fails to comply with the Limited Performance Warranty in clause 1.3, BYD may calculate the refund using one of the refund formula below:
    - (i)  $\text{Refund} = \text{maximum claim amount}^* \times (\text{warranted Remaining Usable Energy} - \text{remaining Usable Energy}) / \text{warranted Usable Energy};$
    - (ii)  $\text{Refund} = \text{maximum claim amount}^* \times (\text{warranted Minimum Throughput Energy} - \text{Cumulative Output Energy recorded in the PDU}) / \text{warranted Minimum Throughput Energy};$
  - (b) If the Product cannot be operated, BYD will calculate the refund as follows:  
 $\text{Refund} = (\text{maximum claim amount}^* / \text{Warranty Period}^{**}) \times (\text{Warranty Period}^{**} - \text{number of months since Warranty Start Date}).$   
  
\*The maximum claim amount is the market value of the Product (or an equivalent product) determined by BYD if it were purchased new and free of defects. \*\* Warranty Period depends on whether the product is connected to the Be Connect Monitoring Platform or the Product has purchased the extended warranty.
- 3.5. The remedies as set out above are the sole and exclusive obligations of BYD to Original Buyer under this Limited Warranty, and BYD will have no other liability to Original Buyer if the Product fails to comply with the Limited Warranty.



#### 4. FULFILMENT

- 4.1. If Original Buyer wishes to make a warranty claim under this Limited Warranty, the warranty claim must be reported in writing to BYD Partner (or, if Original Buyer is unable to contact them, then please contact BYD Global Service) including the information specified in the table below, using the contact information specified below.

1	Installation Date*	
2	Invoice Number*	
3	Max LiteIn Configuration*	e.g., Max LiteIn XX (X modules)
4	Serial Number of Modules*	
5	Serial Number of PDU*	
6	BMS / BMU Firmware Version	
7	Inverter*	
8	Inverter Configuration	
9	Serial Number of the Inverter	
10	Firmware Version of Inverter	
11	Working Mode	e.g., On-Grid +Backup
12	Place	e.g., indoor
13	Comments	
14	Error Information	
15	Country	
16	Street and Number	
17	Postcode and City	

Mandatory to provide or according to the format mentioned in BYD Authorized Service Partner's website, which is listed below:

**Contact information:**

**BYD Global Service**

Address: No.3009, BYD Road, Pingshan, Shenzhen, 5118118, P.R. China

Service Mailbox: [bboxservice@byd.com](mailto:bboxservice@byd.com)

Telephone: +86 755 89888888- 47175 (CN)

Website: [www.bydbatterybox.com](http://www.bydbatterybox.com) / [www.bydenergy.com](http://www.bydenergy.com)

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BYD or BYD Partner is authorized to invoice its inspection costs if:

- (a) the inspection of the Product by BYD or BYD Partner shows that the Limited Warranty does not apply, for whatever reason; or
- (b) no defects were found during the inspection of the Product, and it works without error.

- 4.2. Unless otherwise agreed with BYD or BYD Partner, any replaced Product or parts shall be made available for pick up by BYD or BYD Partner within four weeks after the replacement; otherwise, BYD reserves the right to invoice the replacement component at full market price.
- 4.3. The replaced Product or parts become the property of BYD.
- 4.4. The original warranty periods for the Product shall still apply to any repaired or replacement Product, which means the warranty for the repaired or replaced parts will be the remaining warranty period for the originally purchased Product.
- 4.5. BYD or BYD Partner shall not be responsible or liable in any way to Original Buyer for any non-performance or delay in BYD's performance of its obligations under this Limited Warranty due to occurrences of force majeure events such as natural disasters, war, riots, strikes, unavailability of suitable or sufficient labour, material, or capacity or any unforeseen event beyond its control.

## **5. OUT OF WARRANTY**

In the event the Product is out of warranty, BYD may (in its discretion) provide certain after-sales service to Original Buyer, but all the costs and expenses, such as parts, labour costs, and travel expenses, shall be borne by Original Buyer. To request such after-sales service Original Buyer must provide sufficient information about any defects to enable BYD Partner to determine whether such defects are capable of repair.

## **6. MISCELLANEOUS**

- 6.1. This Limited Warranty is governed exclusively by local law, without regard to its choice of law provisions.
- 6.2. The local courts of Rotterdam shall have non-exclusive jurisdiction for further disputes about a warranty claim arising from this Limited Warranty. In case of a judicial assertion, BYD, but not BYD Partner, is responsible for sending or receiving lawsuit documents.
- 6.3. Original Buyer may be entitled to legal rights regarding the sale of goods according to national law. This Limited Warranty does not limit their possible statutory rights or rights arising from the purchase contract.
- 6.4. If any provision or part of a provision of this Limited Warranty is held or found to be void, invalid or otherwise unenforceable (whether in respect of a particular party or generally), it will be deemed to be severed to the extent that it is void or to the extent of voidability, invalidity or unenforceability, but the remainder of that provision will remain in full force and effect.



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- 6.5. As a condition of making a warranty claim Original Buyer agrees that any dispute on technical facts relating to claims brought under this Limited Warranty may be referred by BYD to expert determination by the then-current Resolution Institute Expert Determination Rules, except that:
- (a) the expert must be a reputable testing organization such as TÜV Rheinland, TÜV SUD, Intertek, UL, CQC or CGC or any other mutually acceptable neutral third-party testing organization (Expert);
  - (b) the costs of the Expert, including any costs of shipping any Product to the Expert for testing, are payable by Original Buyer if:
    - (i) Original Buyer does not withdraw Original Buyer claim within 14 days of BYD notifying Original Buyer that it intends to refer the dispute to an Expert; and
    - (ii) the Expert determines the dispute in favour of BYD. In all other cases, BYD will pay those costs.

## 7. Appendix

The Production Date of the rack and the battery module could be read from Either the serial number on the label of them.