

INTERNATIONAL LIMITED WARRANTY CONDITIONS - BATTERY

Fronius Solar & Energy

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A. General provisions

1. General

1.1 FRONIUS INTERNATIONAL GmbH with its business address at Froniusstrasse 1, 4643 Pettenbach, Austria ("FRONIUS") grants a limited, voluntary manufacturer's warranty (the "LIMITED WARRANTY") with regard to the products manufactured by it and described in more detail below in accordance with the following warranty conditions (the "WARRANTY CONDITIONS").

1.2 The LIMITED WARRANTY exclusively covers defects of the REGISTERED PRODUCTS (as defined in clause 2.2). It applies exclusively to the COVERED PRODUCT itself and not to the digital services provided by FRONIUS.

1.3 This LIMITED WARRANTY is the only and exclusive warranty granted by FRONIUS in connection with the COVERED PRODUCTS. This WARRANTY is granted in addition to the free statutory warranty obligations and does not limit those.

2. Scope of Limited Warranty

The WARRANTY CONDITIONS have the following scope of application:

2.1 Time and territorial scope of Limited Warranty:

The LIMITED WARRANTY applies to COVERED PRODUCTS purchased on or after October 1st, 2026. FRONIUS is entitled to change the WARRANTY CONDITIONS at any time and at its sole discretion which change(s) will be effective for purchase contracts for COVERED PRODUCTS concluded after the date of the change. The applicable WARRANTY CONDITIONS are always the ones valid in the country of first commissioning (the "COUNTRY") at the time of conclusion of the purchase contract for COVERED PRODUCTS. The LIMITED WARRANTY period (the "WARRANTY PERIOD") is described in detail in section 7. The LIMITED WARRANTY is geographically limited to the countries specified in Section B. Different conditions for overseas territories and associated island territories are also listed in Section B of the respective country groups. FRONIUS does not offer any warranty, express or implied to any countries not specified in Section B.

2.2 Material scope of Limited Warranty:

The LIMITED WARRANTY applies to COVERED PRODUCTS manufactured by FRONIUS Solar & Energy that (a) were purchased from FRONIUS or from a dealer authorised by FRONIUS or a professional installer as a new device and (b) put into operation by a professional installer specialising in the installation of photovoltaic systems in accordance with the FRONIUS operating and installation instructions, which are the specifications and instructions for the assembly, installation, operation, maintenance and use of the COVERED PRODUCT provided by FRONIUS for the respective COVERED PRODUCT at the time of purchase (the "OPERATING INSTRUCTIONS"). The LIMITED WARRANTY only applies to devices or device parts (i.e. only hardware components, not software or digital services) by FRONIUS of the following product groups:

- Fronius Reserva (Reserva BMS, Reserva Module)
- Fronius Reserva Pro (Reserva Pro BMS, Reserva Pro Module)

(the "COVERED PRODUCT" and the "COVERED PRODUCTS"). Some product types or product models may only be available in certain regions. The LIMITED WARRANTY only applies to product

types and product models that have been placed on the market by FRONIUS in the respective COUNTRY.

The following products are excluded from and expressly do not represent COVERED PRODUCTS under this LIMITED WARRANTY. FRONIUS OFFERS NO WARRANTIES FOR THE FOLLOWING PRODUCTS:

- Components of the COVERED PRODUCTS that are subject to regular wear and tear (these include: DC isolators, fuses, housing parts),
- all parts or components that were not originally sold or placed on the market by FRONIUS; this applies, for example and not by limitation, to all other components of the photovoltaic system, system extensions, components for system monitoring and data communication.

2.3 Personal scope of Limited Warranty:

Entitled to the warranty claims is a person who has acquired a COVERED PRODUCT for his, her or its own use in accordance with the provisions of Section 2.2 (the "WARRANTY HOLDER"); if the WARRANTY HOLDER transfers ownership of the COVERED PRODUCT to a third party, including to a legal successor in interest to the WARRANTY HOLDER, the warranty claims as they exist at the time of transfer are transferred to such third party and such LIMITED WARRANTY is not extended, renewed or expanded in any way by such transfer. Persons or entities who do not purchase the COVERED PRODUCT for their own use, but for resale or other transfer of use, for example, shall not be beneficiaries of this LIMITED WARRANTY or entitled to the benefits pursuant to this LIMITED WARRANTY.

3. Covered defects

3.1 PRODUCT WARRANTY

3.1.1 FRONIUS warrants that under normal installation, use, and service conditions and following the OPERATING INSTRUCTIONS (see Section 2.2) during the WARRANTY PERIOD (see Section 7) each COVERED PRODUCT will be free from defects in materials and workmanship caused by the manufacture of the COVERED PRODUCT and having an effect on the COVERED PRODUCT's functionality (the "COVERED DEFECTS").

3.1.2 Defects that have no influence on the proper functioning of the COVERED PRODUCT (including without limitation, visual impairments and blemishes) are not covered by this LIMITED WARRANTY, and are hereby disclaimed and excluded.

3.1.3 The LIMITED WARRANTY applies only to defects in material and workmanship of the COVERED PRODUCTS themselves. The LIMITED WARRANTY does not cover or include (a) any services including, without limitation, the services or workmanship of the installer of the COVERED PRODUCT – including the installer's negligence or wilful misconduct or failure to comply with an applicable OPERATING INSTRUCTIONS (as defined in Section 2.2) –, or (b) materials and equipment supplied by the purchaser or any third party or your installer and not FRONIUS.

3.2 PERFORMANCE WARRANTY

3.2.1 FRONIUS warrants that the COVERED PRODUCT will (1) maintain a remaining battery capacity ("SOH": expressed as a percentage) in accordance with Section B, calculated on the basis of the usable energy specified therein for the applicable COUNTRY and product, until the expiration of the WARRANTY PERIOD or (2) achieve the applicable energy throughput level for the applicable COUNTRY, whichever occurs first (PERFORMANCE WARRANTY). The PERFORMANCE WARRANTY

applies only if the COVERED PRODUCT has been operated under normal use in accordance with the OPERATING INSTRUCTIONS.

3.2.3 As part of the PERFORMANCE WARRANTY, the remaining usable energy is measured and calculated by FRONIUS at an ambient temperature of 25±3°C using the following charging/discharging procedure:

- Constant current charging with 0.2C (CC; equivalent to 6.17 A) up to a cell voltage of 3.55 V.
- Subsequent charging at constant voltage (CV) up to 3.55 V, and the charging current drops to ≤ 2 A or the state of charge (SOC) reaches 100 %.
- Placing the battery in a voltage-free state (rest phase) for 4 hours,
- Discharging at a constant current of 0.2C until the cell cut-off voltage of 2.9 V is reached.

3.2.4 If modules are retrofitted, the conditions in the OPERATING INSTRUCTIONS shall be observed. If this is not the case, the PERFORMANCE WARRANTY does not apply to retrofitted modules.

3.2.5 If a COVERED PRODUCT is replaced or repaired, the replaced or repaired COVERED PRODUCT shall be warranted for the remainder of the original WARRANTY PERIOD. The original WARRANTY PERIOD will not restart or be extended and no new warranty certificate will be issued because the COVERED PRODUCT has been repaired or replaced.

4. Warranty exclusions

4.1 The LIMITED WARRANTY does not apply and defects are not considered to be COVERED DEFECTS if they were caused, in whole or in part, by or resulting from any of the following:

- Normal wear and tear or deterioration, or cosmetic or superficial defects, dents, or marks, provided that these do not affect the performance or functionality of the COVERED PRODUCT.
- Abuse, misuse, negligence, or wilful or intentional acts or omissions.
- Non-compliance with the OPERATING INSTRUCTIONS during installation, commissioning, start-up, or operation.
- Improper, unprofessional, negligent, wilfully deficient, or non-standard installation or commissioning, start-up, maintenance, or repair.
- Improper transport, storage, delivery, or packaging.
- Use of the COVERED PRODUCT in a manner inconsistent with its normal use or with the OPERATING INSTRUCTIONS or other maintenance manual or documentation.
- Failure to comply with safety regulations for proper use, including failure to timely install necessary software updates.
- Inadequate ventilation of the COVERED PRODUCT.
- Any repair, replacement, modification, opening or alteration of the COVERED PRODUCT not previously authorised by FRONIUS, including the use of material, equipment or accessories not supplied or authorised by FRONIUS.
- Events that are due to circumstances for which FRONIUS is not responsible or that are not attributable to normal operating conditions, such as (without limitation) power fluctuations, overvoltage, lightning, fire, water (including condensation), tampering, accidents, weather conditions, the effects of foreign bodies, ground faults or insulation faults on the AC or DC side and damage caused by the WARRANTY HOLDER or third parties.

- Accidents or other events beyond FRONIUS' reasonable control or event of Force majeure.
- Violations of applicable laws or regulations, including but not limited to, violations of electrical or building codes or regulations.
- Deficient or negligent site conditions where the COVERED PRODUCT is installed.
- Failure to charge the COVERED PRODUCTS within 14 days with a State of Charge of 0%.

4.2 Furthermore, the warranty does not cover loss of profit or (consequential) damages suffered by the WARRANTY HOLDER resulting from the COVERED PRODUCT, its use or as a result of a material or processing defect (e.g. due to interrupted or faulty operation, loss of or damage to data caused by the COVERED PRODUCT). Statutory claims of the WARRANTY HOLDER remain unaffected.

5. Warranty services

5.1 In the event that a COVERED DEFECT occurs within the WARRANTY PERIOD, FRONIUS will, at its sole discretion and based on the warranty model applicable to the COVERED PRODUCT (see section 6):

- repair the COVERED PRODUCT,
- or replace the COVERED PRODUCT with an equivalent product that corresponds to it in terms of design and condition, or alternatively with a newer product,
- or - if a replacement product is not available and repair would not be possible or would only be possible at disproportionate cost - credit the WARRANTY HOLDER with a credit for use towards the purchase of a new FRONIUS product in the amount calculated below: Selling price * (100 % - useful life/performance warranty period)

6. Warranty models

6.1 FRONIUS only assumes the costs incurred in connection with the warranty services set forth in Section 5 to the extent of the respective "FRONIUS WARRANTY" or "FRONIUS WARRANTY PLUS" warranty model applicable to the COVERED PRODUCT and COUNTRY (see Section 2.1 above). Information on the warranty models applicable to the respective COUNTRY can be found in Section B. If the COVERED PRODUCT is located outside the COUNTRY when the LIMITED WARRANTY is claimed, any additional costs incurred shall be borne by the WARRANTY HOLDER.

6.2 Warranty model "FRONIUS WARRANTY"

6.2.1 FRONIUS provides the following as part of the FRONIUS WARRANTY:

- The required spare part or equivalent replacement device - new or reconditioned - will be provided or the market value reimbursed.

6.2.2 The following costs will **not** be reimbursed by FRONIUS under the FRONIUS WARRANTY:

- On-site repair costs incurred in connection with the repair or provision of a spare part or replacement device (travel costs, installation and removal costs, repair work on the COVERED PRODUCT, working hours, installation and removal of spare parts, assembly of replacement devices, etc.) or repair or replacement of site conditions (for example and without limitation, roofing).
- Costs of shipment or transport (including customs duties, export certificates, etc.) of the COVERED PRODUCTS to FRONIUS, to the specialist installer or to a FRONIUS Repair Centre, as

well as return of the spare parts or replacement devices to the WARRANTY HOLDER or specialist installer.

6.3 Warranty model “FRONIUS WARRANTY PLUS”

6.3.1 FRONIUS provides the following as part of the FRONIUS WARRANTY PLUS:

- The required spare part or equivalent replacement device - new or reconditioned - will be provided or the market value reimbursed.
- FRONIUS bears the labour costs directly associated with the removal and replacement of the COVERED PRODUCT if these services are carried out by FRONIUS or a specialist installer commissioned by FRONIUS.
- FRONIUS bears the costs of standard national shipping (excluding express shipping and excluding air or sea transport) of the COVERED PRODUCTS to the nearest FRONIUS Repair Centre or another address specified by FRONIUS, as well as the costs of spare parts or replacement devices to the WARRANTY HOLDER or specialist installer.
- FRONIUS may, at its sole discretion, arrange for a replacement part or product to be sent to the WARRANTY HOLDER before the COVERED PRODUCT is sent to FRONIUS. In this case, FRONIUS is entitled to demand financial security from the WARRANTY HOLDER in the amount of the value of the spare part or replacement product, including transport costs, and FRONIUS retains ownership of the spare part or replacement device until FRONIUS has received the COVERED PRODUCT.

6.3.2 The following costs will **not** be reimbursed by FRONIUS under the FRONIUS WARRANTY PLUS:

- Travel costs, customs duties, and export certificates.
- Costs for work on other equipment of the WARRANTY HOLDER that is different from the COVERED PRODUCTS (e.g. necessary modifications to the existing photovoltaic system, the house installation or other equipment).
- Due to technical progress, it is possible that a spare part or replacement device provided may not be compatible with the system monitoring or other components installed on site. Any resulting expenses and costs are not part of this LIMITED WARRANTY and are not covered by FRONIUS.
- The costs for express deliveries.
- The cost of auxiliary equipment or other tools required for repair or installation work.
- All other items excluded in Section 6.3.1.

6.3.3 If FRONIUS decides that the COVERED PRODUCT should be repaired or replaced, the WARRANTY HOLDER is obliged to cooperate with the professional installer to ensure proper or barrier-free access to the COVERED PRODUCT or its delivery to the address specified by FRONIUS. FRONIUS does not bear any repair, replacement or installation costs that have not been authorised in advance in writing by FRONIUS.

7. Warranty period

7.1 The WARRANTY PERIOD begins six (6) months after initial delivery from FRONIUS.

7.2 The WARRANTY PERIOD is ten (10) years, unless otherwise stipulated in section 3.2.1. Warranty claims must be asserted within the WARRANTY PERIOD in accordance with section 8.

8. Assertion of warranty claims

8.1 In order to ensure efficient processing, the WARRANTY HOLDER should first contact the specialised installer when a COVERED DEFECT occurs and instruct them to process the warranty claim with FRONIUS and to take over the communication with FRONIUS described below.

8.2 The WARRANTY HOLDER or its specialist installer shall notify FRONIUS in writing (email is sufficient) of the occurrence of a COVERED DEFECT immediately after its discovery and in any case before the expiry of the WARRANTY PERIOD explaining what the COVERED PRODUCT is and why this LIMITED WARRANTY applies.

8.3 The WARRANTY HOLDER must provide FRONIUS with the following documents and information if needed:

- the commissioning protocol (including date of acceptance, commissioning date and report from the energy supply company),
- the invoice (including serial number),
- a photo with a fully legible rating plate,
- further information requested by FRONIUS in order to assess the COVERED DEFECT and the scope of the warranty services to be provided.

8.4 After reviewing the documents and information submitted, FRONIUS in its sole discretion will make a decision on the type of the warranty service (in the meaning of Section 5) in accordance with these WARRANTY CONDITIONS. In the event of a repair, FRONIUS will clarify the details, including invoicing, directly with the specialised installer.

9. General provisions

Should any provision of these WARRANTY CONDITIONS be declared or determined to be invalid or unenforceable in whole or in part, this does not affect the validity or enforceability of the remaining provisions. The invalid or unenforceable provision will be replaced by a valid or enforceable provision that comes as close as possible to the material and economic content of the invalid or unenforceable provision.

9.1 Notices to FRONIUS in connection with the LIMITED WARRANTY or the WARRANTY CONDITIONS shall be sent to support@fronius.com or Fronius International GmbH, Froniusplatz 1, 4600 Wels, Austria.

10. Applicable law, place of jurisdiction

10.1 Claims arising out of or in connection with the LIMITED WARRANTY or the WARRANTY CONDITIONS are governed by Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict of law rules of private international law. The place of fulfilment for the obligations arising from this warranty is Wels, Austria. If the WARRANTY HOLDER is a consumer pursuant to Article 6 of Regulation (EC) No 593/2008, the choice of Austrian law shall not have the effect of depriving the consumer of the protection afforded to him or her by the national provisions of the country in which the consumer has his or her habitual residence, which may not be derogated from by agreement.

10.2 The exclusive place of jurisdiction for all disputes arising from and in connection with the LIMITED WARRANTY or the WARRANTY CONDITIONS is Wels, Austria. This does not apply if the WARRANTY HOLDER is: a consumer, is resident in the European Union, Norway, Iceland, or Switzerland, and FRONIUS has directed its activities at the country of residence of the WARRANTY HOLDER.

B. Country-specific regulations

11. Country group 1

11.1 Country group 1 includes the following countries:

Austria, Belgium, Bulgaria, Czech Republic, Denmark, Estonia, Finland, Germany, Hungary, Iceland, Ireland, Latvia, Lichtenstein, Lithuania, Luxembourg, Netherlands, Norway, Poland, Romania, Slovakia, Slovenia, Sweden, Switzerland, Ukraine, United Kingdom

11.2 In the countries of country group 1, the following values apply for the PERFORMANCE WARRANTY in accordance with section A.3.2:

11.2.1 Fronius Reserva:

Product configuration	**Usable energy**	**SOH**	**Energy throughput**
Fronius Reserva 6.3	6.31 kWh	80%	19.69 MWh
Fronius Reserva 9.5	9.47 kWh		29.59 MWh
Fronius Reserva 12.6	12.63 kWh		39.38 MWh
Fronius Reserva 15.8	15.79 kWh		49.28 MWh

11.2.2 Fronius Reserva Pro

Product configuration	**Usable energy**	**SOH**	**Energy throughput**
Fronius Reserva Pro 12.0	11.96 kWh	80%	53.57 MWh
Fronius Reserva Pro 16.0	15.95 kWh		71.43 MWh
Fronius Reserva Pro 20.0	19.94 kWh		89.29 MWh
Fronius Reserva Pro 24.0	23.93 kWh		107.15 MWh
Fronius Reserva Pro 28.0	27.92 kWh		125.01 MWh
Fronius Reserva Pro 32.0	31.91 kWh		142.87 MWh

11.3 The WARRANTY MODEL “FRONIUS WARRANTY PLUS” applies in accordance with Section 7.2 during the WARRANTY PERIOD generally applicable in accordance with Section 6.3.

11.4 Special conditions:

a. Unnamed overseas and external territories and associated island territories: All services and transport costs between Fronius and these territories are not covered.

12. Country group 2

12.1 Country group 2 includes for the Fronius Reserva the following countries:

Albania, Andorra, Bosnia and Herzegovina, Croatia, Cyprus, France, Greece, Italy, Malta, Macedonia, Montenegro, Portugal, San Marino, Serbia, Spain, Turkey, Vatican City

12.2 Country group 2 includes for the Fronius Reserva Pro the following countries:

Albania, Andorra, Bosnia and Herzegovina, Croatia, France, Greece, Italy, Malta, Macedonia, Montenegro, Portugal, San Marino, Serbia, Spain, Vatican City

12.3 In the countries of country group 2, the following values apply for the PERFORMANCE WARRANTY in accordance with section A.3.2:

12.2.1 Fronius Reserva

Product configuration	**Usable energy**	**SOH**	**Energy throughput**
Fronius Reserva 6.3	6.31 kWh	80%	16.57 MWh
Fronius Reserva 9.5	9.47 kWh		24.86 MWh
Fronius Reserva 12.6	12.63 kWh		33.14 MWh
Fronius Reserva 15.8	15.79 kWh		41.43 MWh

12.2.2 Fronius Reserva Pro

Product configuration	**Usable energy**	**SOH**	**Energy throughput**
Fronius Reserva Pro 12.0	11.96 kWh	80%	48.27 MWh
Fronius Reserva Pro 16.0	15.95 kWh		64.36 MWh
Fronius Reserva Pro 20.0	19.94 kWh		80.45 MWh
Fronius Reserva Pro 24.0	23.93 kWh		96.54 MWh
Fronius Reserva Pro 28.0	27.92 kWh		112.63 MWh
Fronius Reserva Pro 32.0	31.91 kWh		128.72 MWh

12.4 For all countries of country group 2, the WARRANTY MODEL “FRONIUS WARRANTY PLUS” in accordance with section A.6.3 applies during the WARRANTY PERIOD generally applicable in accordance with section A.7.

12.5 Other special conditions:

a. Other, unnamed overseas and external territories and associated island territories: All services and transport costs between Fronius and these territories are not covered.

13. Country group 3

13.1 Country group 3 includes for the Fronius Reserva the following countries:

Australia, New Zealand

13.2 Country group 3 includes for the Fronius Reserva Pro the following countries:

Australia, Cyprus, New Zealand, Turkey

13.3 In the countries of country group 3, the following values apply for the PERFORMANCE WARRANTY in accordance with section A.3.2:

13.3.1 Fronius Reserva

Product configuration	**Usable energy**	**SOH**	**Energy throughput**
Fronius Reserva 6.3	6.31 kWh	70%	19.57 MWh
Fronius Reserva 9.5	9.47 kWh		29.36 MWh
Fronius Reserva 12.6	12.63 kWh		39.14 MWh
Fronius Reserva 15.8	15.79 kWh		48.93 MWh

13.3.2 Fronius Reserva Pro

Product configuration	**Usable energy**	**SOH**	**Energy throughput**
Fronius Reserva Pro 12.0	11.96 kWh	75%	44.52 MWh
Fronius Reserva Pro 16.0	15.95 kWh		59.36 MWh
Fronius Reserva Pro 20.0	19.94 kWh		74.2 MWh
Fronius Reserva Pro 24.0	23.93 kWh		89.04 MWh
Fronius Reserva Pro 28.0	27.92 kWh		103.88 MWh
Fronius Reserva Pro 32.0	31.91 kWh		118.72 MWh

13.4 The WARRANTY MODEL “FRONIUS WARRANTY PLUS” applies in accordance with Section 7.2 during the WARRANTY PERIOD generally applicable in accordance with Section 6.3.

13.5 Special conditions:

a. Unnamed overseas and external territories and associated island territories: All services and transport costs between Fronius and these territories are not covered.

13.6 Other special conditions:

13.6.1 In Australia, this warranty is given by, and all Australian warranty claims should be directed to: Fronius Australia Pty Ltd, 90-92 Lambeck Drive, Tullamarine, VIC 3043, Telephone +61 (0)3 8340 2900, Email pv-support-australia@fronius.com. The benefits to the consumer given by this manufacturer's warranty are in addition to other rights and remedies of the consumer that are stipulated by law, and which are not affected by this manufacturer's warranty. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. The general delivery and payment terms and conditions located on our website (www.fronius.com.au) under “Terms and conditions” are in effect unless these warranty conditions allow more favourable provisions. Previously valid warranty conditions are replaced by these conditions.

13.6.2 Section 10.2 does not apply if the WARRANTY HOLDER is a consumer or if the warranty contract is a small business contract under section 23(4) of Schedule 2 of the Australian Competition and Consumer Act 2010 (Cth).