



Battery Storage System Warranty Terms and Conditions

These Battery Storage System Warranty Terms and Conditions relate to Luxra Storage Solutions B.V., a private company with limited liability, established in The Netherlands, located on NL-8451 KA Oudeschoot, Schoterlandseweg 45 (Hereinafter referred to as "**LUXRA**");

Article 1 Product warranty and warranted products

- 1.1 LUXRA guarantees under the conditions of these warranty terms that the battery energy storage systems (BESS), exclusively listed in the product overview in Schedule 1 and provided by LUXRA, are free from defects in materials and workmanship. The warranty period is:
 - Ten (10) years for Luxra® PURE-PRO and PURE-CLASSIC C&I Battery Storage Systems,
 - Ten (10) years for Luxra® PURE-TITAN Utility Battery Storage Containers.
- 1.2 The warranty begins on the date of installation completion or delivery to the project site, whichever is earlier, or one (1) year after the production date if neither event occurs. Repair or replacement under this warranty will not extend the original warranty period. LUXRA guarantees that each battery storage system will be free from defects in materials and workmanship under normal use, installation, and service conditions.
- 1.3 Changes in appearance (e.g., scratches, stains, surface rust on the cabinet) that do not affect the battery system's performance or safety are not considered defects. Claims related to cabinet damage breakage are only valid if there is no external cause for the damage.
- 1.4 The remedies outlined above are the sole and exclusive obligations of LUXRA, and the customer's only recourse for any failure under this section. The product warranty does not cover specific power output, which is addressed in Article 2 below.
- 1.5 LUXRA warrants that the battery system will maintain a minimum capacity retention as specified in Schedule 1. This warranty applies in addition to the product warranty above.

Article 2 Capacity retention warranty

- 2.1 LUXRA guarantees under the conditions of these warranty terms that the battery capacity will not fall below the specified retention levels due to normal degradation. The levels and values are specified in Schedule 1. This warranty applies from the warranty start date as defined in Article 1.2.
- 2.2 LUXRA warrants that the battery system will maintain:
 - 95% of nominal capacity for five (5) years,
 - 70% of nominal capacity for ten (10) years.
- 2.3 Capacity retention is measured under standard conditions: 25°C ambient temperature, standard charge/discharge cycles as specified in the technical documentation, and proper battery management system (BMS) operation.
- 2.4 This warranty is subject to:
 - Maximum 8,000 equivalent full cycles (C&I and Utility battery systems),
 - Proper depth of discharge (DoD) management as per technical specifications,
 - Operating temperature range: -20°C to +55°C,
 - Humidity: <95% non-condensing.



- 2.5 Cycle counting: One full cycle equals charging from 0% to 95% State of Charge (SOC). Partial cycles are counted proportionally (e.g., 50% charge/discharge = 0.5 cycle).

Article 3 General warranty conditions

- 3.1 This warranty applies to the original end customer and may be transferred to subsequent owners provided written notice is given to LUXRA within thirty (30) days of ownership transfer, along with proof of proper installation and maintenance records.
- 3.2 The warranty is valid worldwide, except in the USA and Australia. Separate conditions apply there.
- 3.3 This warranty does not cover defects resulting from improper installation, handling, unauthorized modifications, or external events such as natural disasters, fire, flooding, or electrical surges beyond the battery system's rated specifications.
- 3.4 Warranty claims arising from this warranty can only be asserted within the respective warranty period. Any extension, for whatever legal reason, is excluded.
- 3.5 Data monitoring requirement; customer shall collect and store complete battery usage data through LUXRA-approved monitoring systems. Data shall be transmitted to LUXRA monthly during the warranty period. Failure to provide data for more than ninety (90) consecutive days may result in warranty claim delays.

Article 4 Limitation of liability

- 4.1 This warranty covers only repair, replacement, or compensation at LUXRA's discretion. No further claims, including loss of feed-in tariffs or installation costs, are allowed.
- 4.2 In the event of a warranty case in accordance with this warranty under Article 1 Product warranty, where a battery system component is defective due to material or workmanship defects, LUXRA will, at its own discretion, either:
a) Repair or replace* the defective component(s), or
d) Pro rata refund based on remaining warranty period and actual capacity retention.
- * If the system is no longer in production at the time of the warranty claim, LUXRA reserves the right to supply components from another system series with equivalent or superior specifications. The remaining time of the original warranty period applies to the replacement components.
- 4.3 In the event of a warranty case under Article 2 Capacity retention warranty, where the battery capacity falls below the guaranteed retention threshold specified in Schedule 1, LUXRA may, at its own discretion, either:
a) Replace defective cells or modules to restore capacity to warranted levels, or
b) Add supplementary capacity to compensate for the capacity shortfall, or
c) Provide financial compensation calculated as:
(Guaranteed Capacity - Measured Capacity) × Current Market Price per kWh × Remaining Warranty Time Factor.
- 4.4 LUXRA will cover shipping costs for any replacement components. Any repair or replacement will not extend the original warranty period.
- 4.5 No further claims shall arise from this warranty, not even directly related to the repair. In particular, it is therefore excluded that the customer, in the event of a claim to the warranty service, also has a claim to compensation for the primary revenue streams lost during this period. Costs arising from the dismantling, repackaging, installation or reinstallation of components, as well as other associated expenses, shall be borne by the customer.
- 4.6 Consumable or wear components (contactors, fuses, cooling fans) are not covered under this warranty and require periodic replacement per maintenance schedule.



Article 5 Exclusions and limitations

- 5.1 This warranty is valid only when the battery systems are used, installed, and operated under proper conditions. The warranty applies exclusively to battery systems whose performance has not been impaired by factors beyond LUXRA's control. Specifically, this warranty does NOT cover defects arising from:
- Alteration, improper installation or application, commissioning, or system integration not performed by LUXRA or LUXRA-authorized personnel including deviations from the installation instructions available on the LUXRA website, improper commissioning, transportation, storage, operation, removal, or reinstallation of the battery system,
 - Non-compliance with local standards, laws, and regulations applicable at the installation site,
 - Faulty wiring, installation work, or improper handling during such work,
 - Operation outside specified parameters, under ambient conditions or methods that deviate from the product specifications, operating instructions, or nameplate information (temperature: -20°C to +55°C; humidity: <95%; altitude limits per datasheet) operation,
 - Installation in direct contact with salt water, such as in offshore platforms, marine applications, or exposure to contaminants from salt water or chemicals,
 - Unauthorized, alterations, inappropriate tests, repairs, or software modifications by anyone other than an approved LUXRA technician and without written LUXRA approval,
 - Failure to follow maintenance schedules or use of non-approved replacement parts,
 - External power surges, grid instability, improper grounding, or connection to faulty electrical systems,
 - Over-cycling, exceeding maximum cycle count specified in Article 2.4,
 - Deep discharge abuse, regular operation below minimum SOC thresholds specified in BMS settings,
 - Thermal abuse, exposure to temperatures outside operating range, or inadequate cooling/ventilation,
 - Physical damage, impact damage, water ingress (except normal condensation), fire, or vandalism,
 - Software issues, use of unauthorized third-party software or BMS modifications,
 - Serial number tampering, removal, alteration, or illegibility of nameplates or serial numbers,
 - Continued operation after customer knows or should have known the system is defective,
 - Misuse, abuse, neglect, accident, negligence, willful misconduct, or other improper acts or omissions by the customer, their employees, agents, or third parties.
- 5.1.1 Specific battery exclusions:
- Normal capacity fade within warranted retention levels,
 - Cosmetic defects that do not affect performance or safety,
 - Battery cells from unauthorized suppliers or grey market sources,
 - Systems subjected to abuse, accidents, misuse, or negligence.
- 5.2 Due to manufacturing processes and material changes during operation, color variations and shades in all components may occur. Such variations do not constitute a defect and do not give rise to any claims under this warranty.
- 5.3 Customers are responsible for inspecting and accepting delivered systems. Claims related to transportation or packaging damage during delivery must be made immediately. Any other damages must be addressed with the forwarding or insurance company. Battery acceptance testing must be completed within ten (10) business days of delivery to the project site.

Article 6 Limitation of warranty scope



- 6.1 Disclaimer: This warranty expressly excludes all other warranties, whether express or implied, including but not limited to any implied warranties of merchantability, title, non-infringement, and fitness for a particular purpose, unless specifically agreed to in writing and duly signed and approved by LUXRA.
- 6.2 Limitation of Liability: LUXRA shall not be held responsible or liable for any damage, injury to persons or property, or any other loss or injury arising from any cause related to any battery system, including but not limited to any defect in the battery system or its use or installation. To the fullest extent permitted by applicable law, LUXRA shall not, under any circumstances, be liable for any incidental, consequential, or special damages, regardless of how they are caused, even if such damages were reasonably foreseeable by LUXRA. This includes, without limitation, loss of use, loss of profits, loss of production, and loss of revenues, all of which are specifically excluded to the maximum extent allowed by applicable law.
- 6.3 Notwithstanding any other provisions of this document, LUXRA's aggregate liability for any and all claims arising from or related to the battery storage systems, whether based on damages, warranty, contract, tort, strict liability, or otherwise, shall not exceed the amount actually paid out under LUXRA's product liability insurance policy in effect at the time of the claim, up to the maximum insured amount under such policy. In the event no insurance coverage is available for a particular claim, LUXRA's liability shall be limited to the amount paid by the customer for the specific battery system that is the subject of the warranty claim. LUXRA's aggregate liability for damages arising from or relating to the battery system shall not exceed 100% of the total invoicing amount actually paid by customer for the applicable battery system. This limitation applies regardless of the form of action and includes all claims for repair, replacement or compensation.

Article 7 Warranty claim submission and verification

- 7.1 To submit a warranty claim, customers must contact LUXRA directly in writing.
Warranty claims should be addressed to:
Luxra Storage Solutions B.V.
Schoterlandseweg 45
NL-8451 KA Oudeschoot
The Netherlands
(info@luxra.ch and/or storage@luxra.ch)
- 7.2 The claim requires that proof of purchase, in particular an original purchase receipt, is submitted and that the serial number and the product label are not damaged, altered, removed, or tampered with. Required documentation for warranty claims:
- Proof of purchase (original invoice),
 - Serial numbers and product labels (undamaged),
 - Complete monitoring data covering the ninety (90) days prior to the claim,
 - Photographs documenting the defect,
 - Detailed description of the issue and operating conditions,
 - Maintenance records.
- 7.3 All warranty claims must be submitted within thirty (30) days of discovery of the defect.
- 7.4 Affected components of the battery system may only be returned with the prior written authorization of LUXRA. The customer is responsible for return shipping costs.
- 7.5 LUXRA will provide return authorization and shipping labels for defective components. Customer must return defective parts in original or equivalent packaging within thirty (30) days of receiving replacement parts. Failure to return defective parts may result in charges for replacement components.



- 7.6 LUXRA shall investigate and respond to valid warranty claims within thirty (30) days of receipt of complete claim documentation. LUXRA aims to rectify genuine quality problems by investigating root causes and implementing corrective actions
- 7.7 If the customer accepts the warranty service provided by LUXRA, he allows LUXRA to process his personal data. More detailed information on this can be found in our privacy policy in our Code of Conduct and/or Privacy Policy at www.luxra.ch.

Article 8 Technical verification and testing disputes

- 8.1 Battery capacity and performance testing shall be conducted according to IEC 61427 standards for battery energy storage systems or equivalent internationally recognized standards. This technical investigation is the responsibility of the end customer.
- 8.2 Disputes regarding warranty claims will be resolved by an ISO/ IEC 17025 accredited test laboratory chosen by LUXRA. The losing party bears the cost of the testing.
- 8.3 On-site verification: LUXRA reserves the right to conduct on-site inspections and data analysis before authorizing warranty remedies. Customer shall provide full access to the system, monitoring data, and maintenance records.

Article 9 Force majeure

- 9.1 LUXRA is not liable for delays, failures or non-performance due to causes beyond its reasonable control, such as: natural disasters, war, terrorism, government regulations, supply chain disruptions or other force majeure events beyond LUXRA's reasonable control including, but not limited to, earthquakes, typhoons, hurricanes, volcanic eruptions, floods, lightning, nuclear event, etc. In such cases, the warranty is null and void and warranty obligations may be suspended for the duration of the force majeure event.

Article 10 Warranty transfer

- 10.1 Claims arising from this warranty cannot be transferred to third parties.
- 10.2 This warranty is transferable to a new owner if the battery system remains installed in its original location. The new owner must adhere to all exclusions, limitations, and conditions. Transfer requires:
 - a) written notification to LUXRA within thirty (30) days before change of control,
 - b) proof of continued proper installation by qualified personnel,
 - c) complete maintenance records, and
 - d) verification that monitoring systems remain operational.

Article 11 Validity

- 11.1 This warranty applies to battery systems manufactured by LUXRA from July 1, 2025, onwards. The warranty start date as defined in Article 1.2. This warranty remains valid until a revised version is issued by LUXRA.
- 11.2 LUXRA reserves the right to revise the warranty conditions without any prior notification.

Article 12 Severability

- 12.1 If any part, provision or article of these warranty terms, or the application thereof, to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect the validity or enforceability of any other part, provision or clause of these warranty terms or its applicability to any other person or circumstance, and to this end



such remaining parts, provisions, clauses or applications of this Warranty shall be treated as severable.

Article 13 Governing law and jurisdiction

- 13.1 This warranty is exclusively governed by Dutch law, excluding the UN Convention on Contracts for the International Sale of Goods.
- 13.2 The courts of The Netherlands shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this warranty terms or its subject matter or formation (including non-contractual disputes or claims) except in relation to matters of enforcement in respect of which, the jurisdiction of the Dutch Courts shall be non-exclusive.



Schedule 1: Capacity retention warranty and warranted products

LUXRA® PURE-PRO & PURE-CLASSIC (C&I battery storage systems):

- PURE-PRO Outdoor Cabinet (262 kWh configurations)
- PURE-CLASSIC Outdoor Cabinet (262 kWh configurations)

- Warranty: 10 years product + capacity retention

Years*	Minimum Capacity**	Maximum Cycles***
0-5 years	≥95%	4,000 cycles
6-10 years	≥70%	8,000 cycles

LUXRA® PURE-TITAN (Utility battery storage systems):

- PURE-TITAN Container (1.5-5 MWh configurations, 20/40ft)

- Warranty: 10 years product + capacity retention

Years*	Minimum Capacity**	Maximum Cycles***
0-5 years	≥95%	4,000 cycles
6-10 years	≥70%	8,000 cycles

*Years: From warranty start date (installation or delivery)

**Capacity: Usable battery capacity relative to nominal rated capacity

***Cycles: Equivalent full cycles (95% DoD). Partial cycles counted proportionally.

Notes:

- Measurements under standard conditions: 25±2°C, proper BMS operation,
- Operating range: -20°C to +55°C; <95% humidity,
- Both time AND cycle limits apply (whichever comes first).

Components covered:

- Battery cells and modules
- Battery Management System (BMS)
- Power Conversion System (PCS/inverter)
- Thermal management system
- Cabinet/container structure
- Electrical connections and busbars

Components NOT covered (consumables / wear parts):

- Contactors and relays
- Fuses and circuit breakers
- Cooling fans (per maintenance schedule)
- Air filters