

**Limited Product Guarantee from Fox ESS Australia Pty Ltd
for the 1KOMMA5° Battery**

Status: May 28th, 2025

§ 1 Scope of Application

- (1) These Guarantee conditions ("Guarantee") of FOXESS Australia Pty Ltd, Unit 1, 174 Hampden Road, Nedlands WA 6009 ("Fox ESS"), govern the limited product Guarantee provided by Fox ESS for the battery storage system manufactured by Fox ESS and distributed by 1KOMMA5° Distribution Pty Ltd., Level 8, 213 Miller Street North Sydney NSW 2060, Australia ("1K5°"), under the brand name 1KOMMA5° Battery. The limited manufacturer's Guarantee is granted exclusively for the battery modules installed in the 1KOMMA5° Battery (the "Battery Modules"), the hybrid inverter supplied with the 1KOMMA5° Battery (the "Inverter") and the 1K5° Backup Box (the "1K5° Backup Box"), each individually and collectively also referred to as the "Guarantee Product".
- (2) These Guarantee conditions apply to the Guarantee Product which was manufactured by Fox ESS, delivered by 1K5° and sold to the Customer for the first time by a partner company authorized and certified by 1K5° and installed and commissioned at the Customer's premises.

§ 2 Guarantor

- (1) The guarantor is exclusively Fox ESS.
- (2) Services under the Guarantee are provided by Fox ESS or by certified and authorized partners of Fox ESS, including the partners of 1K5°.

§ 3 Guarantee Product, Territorial Scope

- (1) This Guarantee only covers Battery Modules supplied by Fox ESS with the 1KOMMA5° Battery, type 1K5-BAT-4660 Series, the Inverter supplied with the 1KOMMA5° Battery, type 1K5-1P-HI-Series and 1K5-HI-V1 series, and the 1K5° Backup Box (type 1K5°-Backup-V1).
- (2) Other components and system parts of the 1KOMMA5° Battery are expressly not covered by this Guarantee. The same applies to components and system parts that were not installed in or supplied with the 1KOMMA5° Battery by Fox ESS.
- (3) The territorial scope of the Guarantee is Australia.

§ 4 Parties to the Guarantee

- (1) Only the Customer who purchases the Guarantee Product for the first time from a certified installer approved by 1K5° for their own purposes and has it installed by the installer within the geographical area of validity is entitled to the Guarantee. Resellers of the Guarantee Product are excluded from the Guarantee.
- (2) Assignment or transfer of the rights under this Guarantee is only permitted with the consent of Fox ESS.
- (3) If the Guarantee Product is resold or moved to another location by the Customer after initial installation and commissioning, the Guarantee shall expire unless Fox ESS has consented to this and a new owner of the Guarantee Product has been registered as a Customer entitled to the Guarantee in accordance with § 5.

§ 5 Origin of claims under the Guarantee

- (1) The Guarantee is a voluntary offer from Fox ESS to 1K5° Customers.
- (2) In order for claims under the Guarantee to arise, the Guarantee Product must have been installed and commissioned by a certified 1K5° partner.
- (3) Furthermore, the 1K5° partner must register the 1KOMMA5° Battery with its serial number in the partner portal of Fox ESS during commissioning and electronically upload the acceptance report signed by the Customer, which confirms that the 1KOMMA5° Battery is free of defects and has been properly installed.
- (4) After proper registration of the 1KOMMA5° Battery and submission of the documents in accordance with § 5 para. 3, Fox ESS shall check the completeness of the documents. If Fox ESS does not object to the conclusion of the Guarantee Contract, the Guarantee Contract is concluded upon registration of the 1KOMMA5° Battery and uploading of the documents.

§ 6 Performance Guarantee, Guarantee Period

- (1) Fox ESS guarantees during the Guarantee Period for the Battery Modules a minimum energy throughput of 80% of the nominal capacity at 4,445 full charge cycles or 60 % of the nominal capacity at 7,333 full charge cycles, according to the technical data sheet issued for the Battery Modules and in accordance with the provisions of these terms and conditions. The term " nominal capacity" refers to the initial capacity of the Battery Module as stated on the type plate of the 1KOMMA5° Battery or in the technical data sheet supplied with the 1KOMMA5° Battery . The nominal capacity is determined by measuring the DC path of the 1KOMMA5° Battery at Battery Module level. If the guaranteed capacity is not reached for other reasons that are not attributable to the Battery Module (e.g. due to a defect in another system component), this does not justify any claims under the Performance Guarantee.
- (2) The rated power of the Battery Modules is measured under the following conditions: (i) ambient temperature: 25~ 30°C, (ii) initial temperature of the Battery Modules from the BMS: 25~ 30°C; (iii) current and voltage measurement on the DC side of the 1KOMMA5° Battery; (iv) recommended charging/discharging conditions according to the supplied product description.
- (3) The Guarantee Period for the Battery Modules is 12 years from the date of initial installation of the 1KOMMA5° Battery at the Customer's premises, but no longer than 154 months from the date of manufacture of the 1KOMMA5° Battery or 4,445 full charge cycles with 80 % nominal capacity and 7,333 full charge cycles with 60 % nominal capacity, whichever occurs first. A full charge cycle corresponds to the full charging and discharging of the net capacity of the Battery Module; partial cycles are only credited proportionally to the net capacity of the Battery Module. As soon as one of the conditions (12 years from installation, or 154 months after manufacture, or 4,445 respectively 7,333 full charge cycles) is exceeded, the Guarantee Period ends. The date of manufacture can be found on the type plate of the 1KOMMA5° Battery.
- (4) If the Customer subsequently expands the Battery Modules installed in the 1KOMMA5° Battery, the serial numbers of the expansion modules are registered as part of their commissioning. The Guarantee services for the extension modules and the Guarantee Period applicable to the extension modules are set out in the Guarantee conditions applicable at the time of commissioning of the extension modules and supplied with these Guarantee Products.

§ 7 Product Guarantee, Guarantee Period

- (1) During the Guarantee Period, Fox ESS guarantees that the Inverter and the 1K5° Backup Box can be used for their intended purpose and are functional.
- (2) The Guarantee Period for the inverter is 10 years from the date of initial installation of the 1KOMMA5° Battery at the Customer's premises, but no longer than 126 months from the date of manufacture of the 1KOMMA5° Battery.
- (3) The Guarantee Period for the 1K5° Backup Box is 36 months from the date of initial installation of the 1KOMMA5° Battery at the Customer's premises, but no longer than 38 months from the date of manufacture of the 1KOMMA5° Battery. The date of manufacture can be found on the type plate of the 1KOMMA5° Battery.

§ 8 Claims under the Guarantee

- (1) The Guarantee applies to guarantee cases that demonstrably occur up to the end of the respective Guarantee Period as specified in §§ 7 and 8. Reference is made to § 10 para. 5.
- (2) The Guarantee is limited to the Guarantee Period for the first Guarantee Product delivered and installed at the Customer's premises by an authorized and certified 1K5° partner. For properly repaired or replaced products, the Guarantee is valid until the end of the Guarantee Period granted for the first Guarantee Product delivered.
- (3) In the event of a Guarantee claim, Fox ESS shall have the right, at its sole discretion, to (i) repair the defective Guarantee Product, or (ii) provide a replacement part, or (iii) provide a replacement product, or, if a comparable product is no longer available on the market, (iv) replace the Guarantee Product with a comparable product of equivalent features and performance.
- (4) If a defective Guarantee Product is replaced it shall be sent to Fox ESS within 30 days after its replacement. The return is carried out by the 1K5° partner.



§ 9 Assertion of Claims under the Guarantee

- (1) If a defect occurs within the Guarantee Period, the Customer must notify the contractual partner from whom the Guarantee Product was purchased or **1KOMMA5° Distribution Pty Ltd.**, Level 8, 213 Miller Street North Sydney NSW 2060, Australian, ABN: 17 667 423 243, email: hello@1komma5.com.au, Tel.: 1300 513 846. The 1K5° partner will provide 1K5° with the following information so that 1K5° can submit the Guarantee claim to Fox ESS: (i) name and contact details of the responsible installer; (ii) name and contact details of the Customer making the Guarantee claim, (iii) location of the Guarantee Product; (iv) the serial number of the Guarantee Product, (v) the error message code, (vi) other information about the detected error to help identify and resolve it.
- (2) Fox ESS may request further reasonable information, including photographs of the Guarantee product, to process the Guarantee claim and trace the defect. The Customer will support the 1K5° partner and the installer commissioned by Fox ESS at its own expense.
- (3) Claims by the Customer that go beyond the replacement of the defective part of the Guarantee Product or the Guarantee Product itself, in particular claims for loss of profit or compensation for consequential damage, are excluded.

§ 10 Exclusion of the Guarantee

- (1) Claims by the Customer under the Guarantee are excluded if the guarantee case has not been reported within the Guarantee Period specified in § 8 Para. 1 due to circumstances for which the Customer is responsible or if there is a reason for exclusion in accordance with § 10 Para. 2.
- (2) A reason for exclusion is given if at least one of the following cases occurs:
 - (i). Insufficient ventilation of the Guarantee Product and air circulation due to installation contrary to the commissioning instructions, resulting in reduced cooling and reduced natural air flow.
 - (ii). Improper installation and/or commissioning of the Guarantee Product and/or installation by a non-accredited and non-certified installer; improper installation within the meaning of this provision means an installation that does not meet the requirements defined in the installation and operating instructions supplied by Fox ESS or 1K5° with the Guarantee Product at the time of installation. This includes the wiring of the Guarantee Product contrary to the provisions of the installation instructions and/or the applicable VDE regulations as well as the use of unauthorized plugs, e.g. if the installer has installed the Guarantee Product with other brands and/or models of plugs that were not supplied with the Guarantee Product and the defect was in any case caused by this.
 - (iii). Use or operation of the Guarantee Product contrary to the provisions of the product manual supplied in each case, in particular operation outside the defined ambient temperature and disregard of existing safety regulations.
 - (iv). Damage caused during transportation of the Guarantee Product;
 - (v). Failure to carry out the functional checks to be performed in accordance with the operating instructions and planned maintenance in accordance with the maintenance instructions.
 - (vi). Defects that do not affect the proper functioning of the product, e.g. cosmetic damage or damage due to wear and tear;
 - (vii). Unauthorized repair and reinstallation of the Guarantee Product;
 - (viii). Damage caused by natural events such as lightning, hail, storm, floods, earthquakes, typhoons, ground movements.
 - (ix). Acts of violence such as vandalism, war or accidents.
 - (x). Damage caused by other components of the 1KOMMA5° Battery for which there is no Guarantee, e.g. due to voltage fluctuations, overvoltage, power failure, faulty electrical installation, faults attributable to the power supply network or the mains connection.
 - (xi). Damage that was partly caused by behavior attributable to the Customer.
- (3) This Guarantee does not cover products and parts of the Guarantee Product that were not installed by Fox ESS as original parts and were not part of the original scope of delivery.
- (4) The Guarantee is void if serial numbers or other features and markings used to identify the Guarantee Product have been removed so that it is no longer possible to clearly identify the product.

- (5) Claims under the Guarantee shall lapse 6 (six) months after the Customer becomes aware of the defect or the time at which he should have become aware of the defect without gross negligence, but no later than 3 (three) months after expiry of the Guarantee Period.

§ 11 Processing of a Guarantee Claim

- (1) After notification of a Guarantee claim pursuant to § 9 (1) and determination of the occurrence of a Guarantee claim, Fox ESS shall perform the Guarantee services. It may use third parties, in particular 1K5° partners, for this purpose.
- (2) The Guarantee Product remains the property of the Customer until the tests to be carried out have been completed and, if necessary, the Guarantee Product has been replaced. Defective Guarantee Products sent to Fox ESS that are subject to the Guarantee and are replaced shall become the property of Fox ESS upon completion of the service provision.

§ 12 Relationship of the Guarantee to Warranty claims

- (1) The Customer's Guarantee claims exist in addition to the warranty claims in accordance with the statutory provisions.
- (2) Statutory warranty claims remain unaffected by the guarantee and can be asserted independently of this against the respective seller of the Guarantee Product.
- (3) Beside this Guarantee the Guarantee Products come with guarantees that cannot be excluded under the Australian Consumer Law ("ACL"). 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 Guarantee Product repaired or replaced if the Guarantee Product fails to be of acceptable quality and the failure does not amount to a major failure. Reference is made to the respective mandatory provisions of the ACL which shall apply.

§ 13 Industrial property rights | Use of Software

- (1) Fox ESS shall remain the owner of all copyrights and exploitation rights to the plans, design drawings, presentations and all illustrations, drawings, records, construction and circuit diagrams and other documents, whether in written or electronic form, provided to the Customer in the context of the provision of services. They may not be made accessible to third parties or utilized by the Customer without the consent of Fox ESS. Upon request by Fox ESS, they must be returned with the assurance that no copies have been made. The Customer is liable for any use of the information in its possession that is contrary to these terms and conditions.
- (2) The Customer is granted a non-exclusive, non-transferable right to use the software included in the scope of delivery, including its documentation, to the extent necessary for the proper operation of the Guarantee Product and services in accordance with the provisions of the instructions provided.
- (3) The right of use applies exclusively in relation to the delivery item with which the software is delivered. The Customer is not permitted to use the software in isolation or in conjunction with other devices and products.

§ 14 Data Protection

- (1) Fox ESS processes the personal data (e.g. name, address, e-mail address, telephone number, market and measurement location ID) provided by the Customer in the course of initiating and implementing the Guarantee confidentially and in accordance with the applicable statutory provisions, in particular the Basic Data Protection Regulation.
- (2) FOXESS Australia Pty Ltd, Unit 1, 174 Hampden Road, Nedlands WA 6009, is the responsible body within the meaning of the data protection laws and service provider within the meaning of the applicable statutory provisions. The company's data protection officer can be contacted via Mrs. Jin, privacy.de@foxess.com.
- (3) Fox ESS processes the Customer's data in the performance of the Guarantee Contract or pre-contractual obligations.
- (4) Fox ESS uses service providers to provide the contractual services. Insofar as personal data is forwarded to partner companies in this context for the fulfillment of the contractual services, or these companies process personal data on behalf of Fox ESS, Fox ESS has concluded agreements with these companies on the commissioned processing of data in accordance with the statutory provisions on data protection

- (5) The Customer's personal data will be deleted as soon as the purpose for their storage no longer applies. Unless previously requested by the Customer, the collected data will be deleted after termination of the contractual relationship existing between Fox ESS and the Customer, unless the collected data must be retained due to legal provisions, for the processing of the contractual relationship or the enforcement of further claims.
- (6) All requests for information from the Customer should be addressed to the data protection officer of FOXESS Australia Pty Ltd, stating the question as precisely as possible, e-mail: privacy.de@foxess.com. Fox ESS will process the request as quickly as possible and attempt to resolve any existing concerns.
- (7) Customers can also lodge a complaint with a data protection authority.

§ 15 Online Communication

- (1) If the contract between Fox ESS and the Customer is concluded electronically, further communication between the parties shall also take place exclusively electronically to the extent permitted by law. The Customer shall receive all messages and information to be transmitted in connection with the execution of the contract at the e-mail address provided by the Customer when the contract was concluded.
- (2) The Customer is obliged to create the technical prerequisites (e.g. accessible e-mail address) for online communication during the term of the contract and to ensure their accessibility. The Customer shall notify us immediately of any changes to the data provided when concluding and executing the contract.
- (3) Fox ESS expressly points out that the conversion from electronic communication to paper form is not possible or only possible with considerable additional effort. If the Customer insists on paper form and Fox ESS is not obliged to do so by law, the customer must therefore bear the additional costs incurred.

§ 16 Final Provisions

- (1) Amendments and supplements to this contract must be made in text form via e-mail. This also applies to any waiver of this text form clause.
- (2) These Guarantee terms and provisions are subject to the law of Australia to the exclusion of the UN Convention of Contracts for the International Sales of Goods (CISG).
- (3) The statutory provisions for the choice of place of jurisdiction shall apply. However, the place of jurisdiction for Fox ESS is Australia.