

The following provisions govern the manufacturer's guarantee provided by sonnen GmbH (hereinafter referred to as "sonnen") for the sonnenBatterie, as well as the update services offered by sonnen for the sonnenBatterie and other products. sonnen is headquartered at Am Riedbach 1, 87499 Wildpoldsried. Status June 2025.

## 1 Definitions

1.1 Systems refers to the sonnenBatterie operated by the customer, the sonnen products connected to it and, if available, any connected generation systems such as photovoltaic systems.

1.2 Function updates are software updates released by sonnen for the product covered by the guarantee, which serve to adapt interfaces to other products and systems, improve system integration, and/or provide new, additional functions for the product covered by the guarantee.

1.3 Guarantee refers to the guarantee agreement concluded between sonnen and the customer, on the basis of which sonnen grants the customer extended rights for the sonnenBatterie if defects covered by the guarantee occur during the guarantee period. The rights and obligations of the parties arising from the guarantee are governed by these provisions.

1.4 Guarantee-covered product refers to the sonnenBatterie described in Section 2.1 of these guarantee terms and conditions. The Guarantee-covered product consists of the battery modules, i.e. the storage medium of the sonnenBatterie, as well as other system components described in Section 1.9. In addition to a sonnenBatterie as defined in Section 2.1, a Guarantee-covered product within the meaning of these provisions may also be an expansion module for the sonnenBatterie as defined in Section 2.2.

1.5 Guarantee period refers to the period specified in Section 7 during which guarantee claims can be asserted.

1.6 Machine data refers to the data generated, stored, and read out in the systems. This includes generation and consumption data, i.e., data on electricity consumption, the storage level, the amount of electricity fed into and out of storage, and the log data of the sonnenBatterie.

1.7 Necessary updates refers to software updates released by sonnen for the product covered by the guarantee, which serve to eliminate software errors and/or contain safety-related adjustments.

1.8 sonnenBatterie refers to the battery storage system manufactured by sonnen.

1.9 System parts within the meaning of these guarantee conditions are all components and parts of the sonnenBatterie that are not battery modules. The system parts and their respective performance characteristics are specified in the technical data sheet for the sonnenBatterie and in the operating instructions, which are included in the scope of delivery.

## 2 Subject of the guarantee

2.1 The guarantee provisions apply to sonnenBatteries of version eco 8.0 or higher and version hybrid 8.1 or higher put into operation by sonnen from August 2020 onwards, provided that these were demonstrably purchased as new devices from sonnen, or a wholesaler or specialist dealer authorized and certified by sonnen, or an authorized and certified specialist installation company as a new device and commissioned by a certified installer. The guarantee applies exclusively to the sonnenBatterie registered with sonnen with its serial number during commissioning ("Guarantee-covered product"). The data registered during commissioning will be communicated to the customer by email and can be viewed in the sonnen customer portal, provided the customer is registered.

2.2 If the customer subsequently has the battery modules expanded, the serial number of the expansion modules will be registered during commissioning of the expansion modules. The guarantee services for the expansion modules and the guarantee period are based on the guarantee conditions applicable at the time of commissioning of the expansion modules.

2.3 If the sonnenBatterie or the expansion modules are not registered electronically, the proof pursuant to Sections 2.1 and 2.2 shall be deemed to have been provided when sonnen receives the commissioning report, which must include the product eligible for guarantee (specifying the serial number of the sonnenBatterie or the expansion module), the installation site, the certified installer who commissioned the sonnenBatterie, and the operator entitled to the guarantee. The commissioning

report must be authorized by the operator entitled to the guarantee and the installer.

2.4 The guarantee is limited to the guarantee period for the first Guarantee-covered Product delivered, which was installed by sonnen or a partner authorized and certified by sonnen. Reference is made to Section 7.2.

### **3 Monitoring of products, update services**

3.1 If the customer grants sonnen online access to the Guarantee-covered product, sonnen will read its machine data.

3.1.1 The online connection of the Product covered by the guarantee enables sonnen to detect processing processes, technical malfunctions deviating from the norm, or system downtimes. If malfunctions are detected that require intervention by sonnen to prevent a defect, these can be remedied remotely, provided that the customer has given their consent. In this way, further technical problems and damage to the Guarantee-covered product can be avoided and, depending on the malfunction detected, initial countermeasures can be initiated online. Irrespective of this, however, the customer remains obliged to proceed in accordance with the instructions in the operating manual when a warning message appears and to inform their contractual partner or sonnen.

3.1.2 The online connection of the Guarantee-covered product is also required if the customer wishes to use the customer portal or the sonnenApp.

3.1.3 With regard to data protection, we refer to the provisions in Section 12.

3.2 sonnen continuously improves the software used in the sonnenBatterie. The software updates contain safety-related adjustments and also serve to adapt interfaces to other products and systems, improve system integration, eliminate errors that have occurred, and add new, additional functions. Systems within the meaning of this provision may be system parts of the Guarantee-covered product (e.g., the inverter) or external components that are used when the Guarantee-covered product is in operation (e.g., meter technology). The installation of new functions does not result in any restriction of the warranted characteristics. sonnen shall inform the customer about the scope and content of additional functions available to them when using the

products, e.g. via the newsletter or the customer portal. The sonnen website with further information on this can be found at <https://sonnen.de/rln-sb/>.

3.3 If the customer has given their consent, updates will be installed online. Alternatively, updates can be installed on site at the customer's premises. The working time required for an on-site update shall be borne by the customer at sonnen's rates applicable at the time the update is carried out. The hourly rate applicable at the time of conclusion of the contract is defined in Section 9.1. Working time within the meaning of this provision also includes travel time to and from the location where the update is carried out. Updates are carried out by sonnen's specialist partners. sonnen has a Germany-wide network of specialist partners and installation companies, which means that the maximum travel distance is 300 km. The travel time to and from the customer's premises within the meaning of these provisions shall be compensated by the customer up to a maximum of 4 (four) hours within Germany. This also applies if the travel time is longer in individual cases. The on-site update usually takes one hour. The customer will receive a cost estimate before the service is performed, which will show the costs incurred and which the customer must confirm before the services are performed.

3.4 If the customer has not agreed to online access to the sonnenBatterie, they are obliged to check the sonnen publications on the customer portal for updates at regular intervals, at least every 4 (four) weeks. In the event of necessary updates required to receive guarantee services, the customer must connect the sonnenBatterie to the Internet for at least 48 hours so that the system can install the necessary updates online. The customer shall allow access to their systems for the duration of the installation of the necessary updates. The alternative of installing the necessary update on site remains unaffected. Reference is made to Sections 3.3 and 10.7.

3.5 The customer shall provide the technical requirements necessary for online access to the product covered by the guarantee at their own expense and maintain them during online access. The required broadband Internet connection must have a download speed of at least 16 Mbit/s and an upload speed of at least 1 Mbit/s. Any deviating requirements shall be defined in the offer and order confirmation. Reference is made to Section 10.7.

#### **4 Operators entitled to the guarantee, premium guarantee**

4.1 sonnen only provides a premium guarantee to operators who operate a Guarantee-covered product themselves and for their own purposes (“operators entitled to the guarantee”). Dealers, regardless of their type and level of trade, do not acquire any rights or claims against sonnen from the manufacturer’s guarantee.

4.2 If a sonnenBatterie is made available to a user under a rental agreement, the operator entitled to the guarantee is the lessor of the Guarantee-covered product. Claims under the guarantee can only be asserted by the lessor as the operator entitled to the guarantee.

#### **5 Conclusion of the guarantee**

5.1 The Premium Guarantee is an offer made by sonnen to the Guarantee Entitled Operator to conclude a guarantee contract under the applicable terms and conditions.

5.2 The guarantee agreement is concluded directly between sonnen and the guarantee beneficiary operator upon agreement of both parties. If the guarantee beneficiary product is commissioned and registered online, the guarantee agreement is concluded upon the guarantee beneficiary operator’s agreement to the guarantee terms and conditions. If commissioning and registration are not carried out online, the conclusion of the guarantee contract must first be confirmed by sonnen after transmission and review of the commissioning report authorized by the installer and the customer, in which the customer agrees to the guarantee conditions.

#### **6 Relationship of the guarantee to other claims**

6.1 The Guarantee grants the guaranteed operator claims in addition to the statutory warranty claims to the extent and in accordance with the provisions of these terms and conditions.

6.2 The statutory warranty claims of the guaranteed operator, in particular its claims for rectification of defects against the respective seller, as well as the statutory product liability claims, remain unaffected by the Guarantee.

#### **7 Duration and assertion of the premium guarantee**

7.1 The premium guarantee applies to guarantee claims (in accordance with section 9 below) which are proven to have occurred by the end of the 10th year after commissioning of a product covered by the guarantee within the meaning of sections 2.1 and 2.2 (“guarantee period”), or during use of the sonnenBatterie of up to 10,000 full charge cycles, or during a maximum energy throughput of 17,000 kWh per kWh of the net capacity of the battery (kWh flow totaled for charging and discharging processes). A full charge cycle corresponds to the full charging and discharging of the net capacity of the battery module; partial cycles are therefore only counted proportionally to the net capacity of the battery module. The premium guarantee ends as soon as one of the conditions (10 years, 10,000 full charge cycles, 17,000 kWh) is exceeded.

7.2 For properly repaired or replaced products covered by the Guarantee, the Guarantee shall apply until the expiry of the guarantee period granted for the first delivered Guarantee-covered product.

7.3 Statutory and/or contractual warranty claims arising during a statutory or contractual warranty period cannot be derived from the Guarantee. Reference is made to Section 6.

7.4 Any claims under the Guarantee must be made by the operator entitled to the guarantee in writing or in text form to sonnen within the guarantee period. Guarantee claims can also be submitted via an authorized and certified partner.

#### **8 Guarantee cases covered by the guarantee**

##### **8.1 Premium guarantee**

The guarantee claim arises if the capacity of the battery modules falls below 70% (seventy percent) of the nominal capacity, or if a deviation of more than 10% (ten percent) of the agreed or warranted performance characteristics is detected in any of the other system components of the product covered by the guarantee. The performance characteristics of the system components are specified in the technical data sheet for the sonnenBatterie and in the operating instructions included with the Guarantee-covered product.

8.2 In the event of a defect within the meaning of Section 8.1, the operator entitled to Guarantee shall have the claims arising from Section 9.

## 9 Rights under the premium guarantee (guarantee claims)

9.1 In the event of a guarantee claim, sonnen will replace the defective system component that triggered the guarantee claim or the defective battery module of the sonnenBatterie. sonnen shall bear the costs of transporting the system part or battery modules to be replaced to the location where the Guarantee-covered product was originally installed. If the sonnenBatterie has been moved to another country since delivery, delivery shall be made duty and tax free (DAP Incoterms 2010). The guarantee holder shall bear the labor costs incurred for replacing the defective system part or battery modules at the rates applicable at the time the guarantee claim is made. The hourly rate of the sonnen factory customer service at the time the contract is concluded is EUR 150.00 gross. The hourly rate may be adjusted from time to time or depending on the country in which the product covered by the guarantee is installed. The current hourly rate can be requested via our service number (+49 8304 929 33 444) or sonnen will inform the customer of this in a cost estimate before providing any services. Working time within the meaning of this provision also includes the travel time of the service team or the specialist partner commissioned by sonnen to provide the service to the location where the Guarantee-covered product is installed. Please refer to Section 3.3 for information on how travel costs are calculated. Even if sonnen commissions a specialist partner to provide the respective services, these will be invoiced under the above terms and conditions. If sonnen can access the Guarantee-covered product online, sonnen will provide the customer with an initial assessment of the cause of the problem and the scope and content of any necessary measures as part of a remote diagnosis. In addition, the customer will be informed of any costs incurred by means of a cost estimate.

9.2 Any claims beyond the replacement of the defective system part or battery modules, in particular claims for lost profits or compensation for consequential damages, are excluded.

9.3 If no defect triggering a guarantee claim is found on the product covered by the guarantee during the inspection, or if there is no guarantee claim under any of the circumstances listed in Section 10, and the operator

entitled to the guarantee has not identified this as a result of gross negligence, sonnen may demand reimbursement of the costs incurred during the inspection. The working time spent and the costs of travel to and from the site shall be invoiced by sonnen at its current rates. Reference is made to Sections 3.3 and 9.1.

9.4 sonnen is free to take out appropriate insurance to secure the claims of the operator entitled to the guarantee under this guarantee.

9.5 Any claims arising from the Guarantee (including guarantee claims) shall expire 6 (six) months after the operator entitled to the Guarantee becomes aware of the defect or at the point in time at which it should have become aware of it without gross negligence, but no later than 3 (three) months after the expiry of the guarantee period.

## 10 Technical requirements, exclusions

Guarantee claims are excluded in the following cases, provided that the defect claimed was at least partly caused by these circumstances:

10.1 Improper use by the operator entitled to Guarantee or by third parties commissioned by them in accordance with the current manual or operating instructions;

10.2 Improper or unprofessional installation, or installation that does not comply with standards or the installation instructions or notes (including the installation and operating instructions for the product covered by the guarantee) by the operator entitled to the Guarantee or by third parties commissioned by them;

10.3 Unprofessional, improper, or contrary to the operating instructions and notes operation of the Guarantee-covered product ambient humidity and temperature must be within the specified limits;

10.4 A defect in the Guarantee-covered product, e.g. deep discharge of the battery modules, occurs which could have been detected and prevented by regular, appropriate monitoring of the operation of the sonnenBatterie by the customer (Section 3.4 applies accordingly) or, if an online connection is available (see Section 3.1), by the manufacturer;

10.5 Unauthorized modifications or repairs of any kind; use of replacement parts and accessories that do not meet the original specifications specified by sonnen;

10.6 Failure to carry out the functional checks and scheduled maintenance in accordance with the operating instructions and the maintenance instructions provided by sonnen;

10.7 Failure to install necessary updates that serve to prevent system errors and defects, unless the necessary updates could not be installed for reasons for which sonnen is responsible;

10.8 Failure to carry out regular checks to ensure that the system is properly connected to the mains supply;

10.9 Removal, damage, or destruction of the type plate by the operator entitled to Guarantee, insofar as a defect can be attributed to this;

10.10 Impact of foreign objects and force majeure;

10.11 Transport damage for which sonnen is not responsible;

10.12 Overvoltage occurring in the supply voltage network to which the Guarantee-covered product is connected.

## 11 Transferability of the Guarantee

The guarantee, including the resulting guarantee claims, can only be transferred to a third party by a guaranteed operator with the prior written consent of sonnen.

## 12 Data protection provisions

12.1 The protection of your personal data is important to us. We treat your personal data confidentially and in accordance with the applicable legal provisions, in particular the General Data Protection Regulation, the Federal Data Protection Act, and the Telemedia Act.

12.2 The responsible body within the meaning of data protection laws and service provider within the meaning of the Telemedia Act (TMG) is sonnen GmbH, based at Am Riedbach 1, 87499 Wildpoldsried, Germany, represented by its managing director, Mr. Oliver Koch. The data protection officer at sonnen can be contacted via

Deutsche Shell Holding GmbH, 22284 Hamburg, datenschutz@sonnen.de.

12.3 sonnen processes the personal data provided by the customer in the course of initiating and executing the guarantee agreement. This includes, in particular, (i) your personal contact details (e.g., name, address, email address, telephone number), (ii) data relating to your customer account in the sonnen customer portal (e.g., email address and password), (iii) data read from your sonnenBatterie, and (iv) data from contact requests by email or telephone (e.g., name, request). The legal basis for data processing is Art. 6 (1) lit. b) GDPR.

12.4 To the extent permitted by the guarantee -entitled operator, sonnen will access the Guarantee-covered product online for monitoring and control purposes within the scope of providing the services in accordance with Section 3.1 and the update services. The legal basis is Art. 6 (1) (a) GDPR. The machine data will be read, evaluated, processed, and stored for the purpose of providing services, i.e., for monitoring the systems, analyzing and troubleshooting problems, increasing the efficiency of the Guarantee-covered product, ongoing product optimization, and product development. The legal basis is Art. 6 (1) lit. b) GDPR.

12.5 Updates to the software used are generally installed online in Guarantee-covered product. Reference is made to Sections 3.1 and 3.3.

12.6 The data of the guarantee beneficiary operator may also be forwarded to sonnen's vicarious agents, or sonnen's vicarious agents may access the Guarantee-covered product online in order to provide services in accordance with Sections 3.1, 9, or update services within the meaning of Section 3. Data will only be forwarded to vicarious agents to the extent necessary for the performance of a contract and the provision of commissioned services. In addition to the contact details of the guarantee beneficiary operator, i.e. name, address, and telephone number, the forwarded data also includes the data of the Guarantee-covered product (serial number, date of commissioning) and such machine data as is necessary for the provision of the above services on the guarantee beneficiary product. The legal basis is Art. 6 (1) lit. b) GDPR.

12.7 Insofar as data is not forwarded to third parties in anonymized form for the purpose of fulfilling the ser-

vices specified in Sections 3 and 9, sonnen has concluded agreements with these companies that comply with the legal requirements for proper data processing.

12.8 The customer is entitled to obtain information about the status of their stored personal data at any time. They are also entitled to object to the use, processing, storage, and transmission of their data at any time or to revoke their consent, unless the processing of the data is necessary for the performance of the contractual services.

12.9 All requests for information should be sent to sonnen GmbH, Am Riedbach 1, 87499 Wildpoldsried, email: energie@sonnen.de, specifying the question as precisely as possible. sonnen will process the request as quickly as possible and will attempt to resolve any concerns.

12.10 In addition, customers can contact the company's data protection officer at datenschutz@sonnen.de.

12.11 Customers may also lodge a complaint with a data protection authority. The competent supervisory authority for sonnen is the Bayerische Landesamt für Datenschut (BayLDA), Promenade 18, 91522 Ansbach, +49 (0) 981 1800930, poststelle@lda.bayern.de.

12.12 Personal data of customers will be deleted as soon as the purpose for its storage no longer applies. Unless previously requested by the customer, the data collected will be deleted after termination of the contractual relationship between sonnen and the customer, unless the data collected must be retained due to legal provisions, for the processing of the contractual relationship or for the enforcement of further claims.

### 13 Industrial property rights, software use

13.1 sonnen remains the owner of all copyrights and exploitation rights to plans, design drawings, presentations, and all illustrations, drawings, records, construction and circuit diagrams, and other documents, whether in written or electronic form, which were created by sonnen and provided to the operator entitled to the guarantee within the scope of order fulfillment. They may not be made accessible to third parties without the consent of sonnen or used by the guarantee beneficiary. Upon request by sonnen, they must be returned with the assurance that no copies have been made. The guarantee

beneficiary is liable for any use of the information in its possession that contravenes these terms and conditions.

13.2 With regard to the software included in the scope of delivery and any updates, upgrades, and extensions provided for it, the guarantee beneficiary is granted a non-exclusive, non-transferable right to use the delivered software, including its documentation, to the extent necessary for the proper operation of the systems in accordance with the provisions of the manual and instructions provided.

13.3 The right of use applies exclusively to the delivery item with which the software is delivered. The guarantee beneficiary operator is not permitted to use the software in isolation or in conjunction with other devices and products.

13.4 Any further use, in particular the modification, editing, duplication, translation of the software, as well as the conversion of object code into source code, is not permitted to the operator entitled to guarantee.

13.5 The restriction on use also includes access by the guarantee beneficiary operator at system level for the purpose of changing factory-set parameters, functions, and restrictions on use, unless the characteristics of the guarantee beneficiary product guaranteed on the basis of the agreements made are affected by these restrictions.

### 14 Final provisions

14.1 This agreement is governed exclusively by the laws of the Federal Republic of Germany, excluding the provisions of international private law (conflict of laws) and the UN Convention on Contracts for the International Sale of Goods.

14.2 The exclusive place of jurisdiction for all disputes arising from or in connection with this agreement is Ulm, provided that the guarantee beneficiary is (i) a merchant, (ii) an entrepreneur within the meaning of Section 14 (1) of the German Civil Code (BGB), or (iii) a private individual without a general place of jurisdiction within the Federal Republic of Germany. Otherwise, the place of jurisdiction for the operator entitled to the guarantee shall remain as specified in the German Code of Civil Procedure (ZPO); however, the place of jurisdiction for sonnen shall be Ulm.