# BYD Battery-Box Premium Limited Warranty

**This Limited Warranty applies to BYD Battery-Box Premium Product (LVS 4.0, 8.0, 12.0, 16.0, 20.0, 24.0) ("Product") installed in Europe in parallel (with a combined Usable Energy of Products is equal or more than 50kWh) on or after Dec. 1st, 2021.**

BYD Smart Device Hungary Kft. ("**BYD**") provides the warranties in this document ("**Limited Warranty**") to the person who purchases the Product for their use and puts the Product into operation for the first time (**"Original Buyer"**).

## 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

BYD warrants that the Product will be free from defects in materials or workmanship for five (5) years from Warranty Start Date, subject to the exclusions and limitations set out below.

1.3. Limited Performance Warranty

BYD warrants that the Product will retain sixty per cent (60%) of its Usable Energy for different years according to the Product operating ambient temperature set out in the table below, on the condition that the Product is operated in a normal manner that adheres to the manual guidelines provided by BYD.

| Ambient temperature | Warranted period (year) | Warranted remaining usable energy |
|---|---|---|
| 0~20° C | 10 | 60% |
| 20~30° C | 7 | |
| 30~45° C | 5 | |

The ambient temperature in the table above means the ambient temperature recorded in the control module of the Product.

The Usable Energy of each Product Model could be in the table below.

| Product Model | Usable Energy (kWh) |
|---|---|
| LVS 4.0 | 4 |
| LVS 8.0 | 8 |
| LVS 12.0 | 12 |
| LVS 16.0 | 16 |
| LVS 20.0 | 20 |
| LVS 24.0 | 24 |

For this Limited Warranty, the remaining Usable Energy is as measured and calculated using the following testing method and values, while the ambient temperature is between 25~ 28° C:

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

Test value list:

| Product Model | End of discharge voltage(V) | Constant charge voltage(V) | Constant current(A) |
|---|---|---|---|
| LVS 4.0 | 40 | 59 | 15 |
| LVS 8.0 | | | 30 |
| LVS 12.0 | | | 45 |
| LVS 16.0 | | | 60 |
| LVS 20.0 | | | 60 |
| LVS 24.0 | | | 60 |

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 in clause 1.3 applies to the Subsequent Product from the sale date recorded in the seller's invoice to the Original Buyer of that Subsequent Product.

1.5. Warranty Limitations

The Limited Warranties in clauses 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.

2.3. Warranty Limitations

The Limited Warranty in clauses 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 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 of Original Buyer becoming aware of the defect or deterioration;

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 is specified in the **BYD Battery-Box Premium LVS Minimum Configuration List**, which is available on the websites: www.bydbatterybox.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 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 clauses 1.2 and 1.3 does not apply:

a) 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;

b) 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;

c) 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;

d) if the invoice for the Product and the information listed in clause 4 below is not provided with the warranty claim; or

e) if the serial number on the Product can no longer be identified or has been modified.

2.5. Warranty for the Products transported to another location after initial installation

For the case that the Products are installed in an initial location and then transported in a container to another location, the Products have the same warranty clause as defined in this document on the conditioned that the Products are transported according to requirements on the Operating Manual from BYD as well as any applicable local or international requirements, standards, and directives. BYD is not liable for damage or malfunction caused during, or as a result of, transportation.

2.6. Exclusion for Smaller Installed Systems

The Limited Warranty in clause 1.3 does not apply to a Product that is installed individually or in parallel with other Products which have a combined Usable Energy of less than 50 kWh.

## 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 clauses 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 the formula below:

Refund = maximum claim amount* x (warranted remaining Useable Energy - remaining Useable Energy)/ warranted Usable Energy; and

b) If the Product cannot be operated, BYD will calculate the refund as follows:

Refund = (maximum claim amount*/60) x (60- 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.

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. FULFILLMENT

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, BYD Global Service) including the information specified in the table below, using the contact information specified below.

| | | |
|---|---|---|
| 1 | Installation Date* | |
| 2 | Invoice Number* | |
| 3 | Battery-Box Configuration* | e.g., LVS XX (X modules) |
| 4 | Serial Number of the Product* | |
| 5 | Serial Number of Modules | |
| 6 | Serial Number of BMU | |
| 7 | Firmware Version BMS /BMU | |
| 8 | Inverter* | |
| 9 | Inverter Configuration | |
| 10 | Serial Number of the Inverter | |
| 11 | Firmware Version of Inverter | |
| 12 | Working Mode | e.g., On-Grid +Backup |
| 13 | Place | e.g., indoor |
| 14 | Comments | |
| 15 | Error Information | |
| 16 | Country | |
| 17 | Street and Number | |
| 18 | Postcode and City | |

* mandatory to provide

Or make the claim 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, 518118, P.R.China

Service Mailbox: bboxservice@byd.com

Telephone: +86 755 89888888- 47175 (CN)

Website: www.bydbatterybox.com

**BYD Authorized Service Partner in Europe**

EFT-Systems GmbH

Address: Bruchtannenstraße 28, 63801 Kleinostheim

Service Mailbox: service@eft-systems.de

Telephone: +49 9352 8523999

+44 (0) 2037695998(UK)

+34 91 060 22 67(ES)

+39 02 87368364(IT)

Website: www.eft-systems.de

4.2. 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.

4.3. 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.

4.4. The replaced Product or parts become the property of BYD.

4.5. 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.

4.6. 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 Hong Kong 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.

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

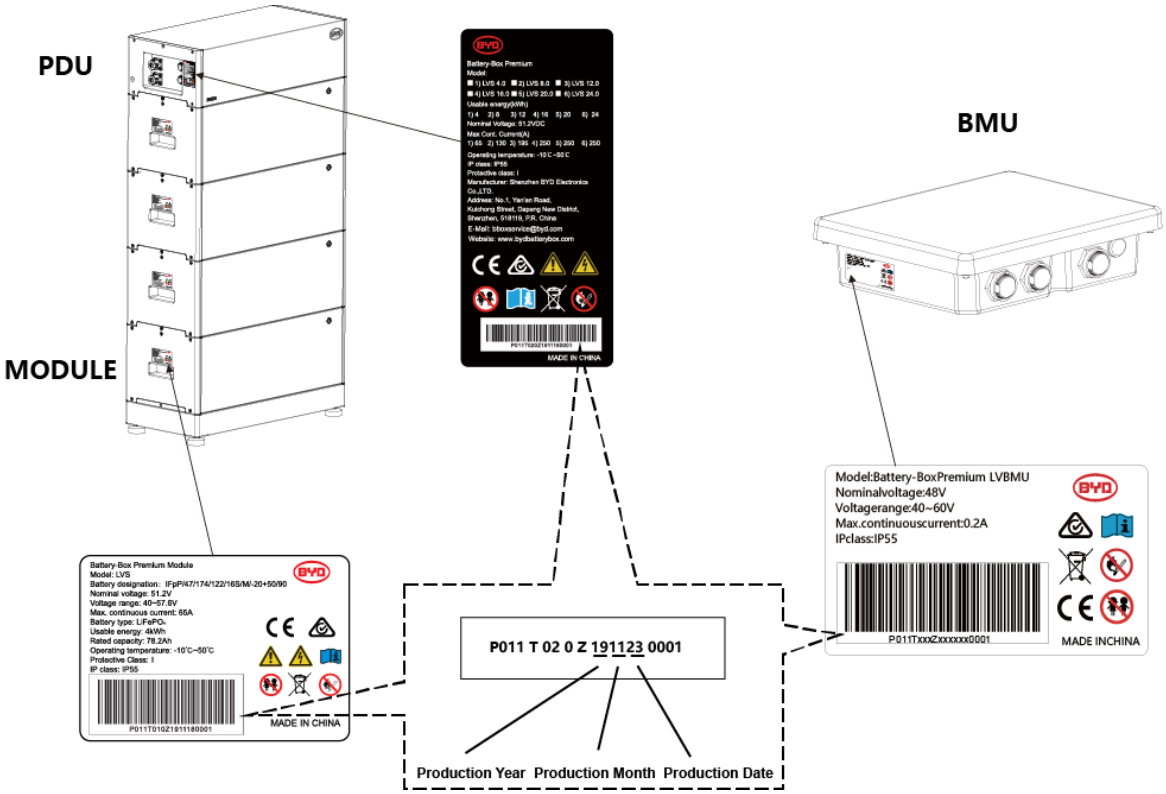
   ii) the Expert determines the dispute in favour of BYD.

   In all other cases, BYD will pay those costs.

## Appendix

The Production Date of the Product could be read from the serial number on the label of the Product as shown in the drawing below. The definition of the serial number regarding the production date are the same for the battery modules, PDU and BMU.

In the example drawing below, the “19” underlined means the production year is 2019, “11” means the production month is November, and “23” means the production date is the twenty-third day of that month.



# BYD Battery-Box Premium Limited Warranty

**This Limited Warranty applies to BYD Battery-Box Premium Product (Model, LVS 4.0, 8.0, 12.0, 16.0, 20.0, 24.0) ("Product") installed individually or in parallel (on the condition that the Usable Energy of Products is less than 50kWh in total) in Europe on or after Dec. 1st, 2021.**

BYD Smart Device Hungary Kft. ("**BYD**") provides the warranties in this document ("**Limited Warranty**") to the person who purchases the Product for their use and puts the Product into operation for the first time (**"Original Buyer"**).

## 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

BYD warrants that the Product will be free from defects in materials or workmanship for ten (10) years from Warranty Start Date, subject to the exclusions and limitations set out below.

1.3. Limited Performance Warranty

a) BYD warrants that the Product will (i) retain sixty per cent (60%) of its Usable Energy for ten (10) years from the Warranty Start Date; 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.

b) The Minimum Throughput Energy means the total output energy of the Product recorded in the control module of the Product.

c) The Usable Energy and Minimum Throughput Energy for each Product Model are set out in the table below:

| Product Model | Usable Energy (kWh) | Minimum Throughput Energy (MWh) |
|---|---|---|
| LVS 4.0 | 4 | 11.88 |
| LVS 8.0 | 8 | 23.76 |
| LVS 12.0 | 12 | 35.64 |
| LVS 16.0 | 16 | 47.53 |
| LVS 20.0 | 20 | 59.41 |
| LVS 24.0 | 24 | 71.29 |

d) For this Limited Warranty, the remaining Usable Energy is as measured and calculated using the following testing method and values, while the ambient temperature is between 25~ 28° C:

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

Test value list:

| Product Model | End of discharge voltage(V) | Constant charge voltage(V) | Constant current(A) |
|---|---|---|---|
| LVS 4.0 | 40 | 59 | 15 |
| LVS 8.0 | | | 30 |
| LVS 12.0 | | | 45 |
| LVS 16.0 | | | 60 |
| LVS 20.0 | | | 60 |
| LVS 24.0 | | | 60 |

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 in clause 1.3 applies to the Subsequent Product from the sale date recorded in the seller's invoice to the Original Buyer of that Subsequent Product.

1.5. Warranty Limitations

The Limited Warranties in clauses 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.

2.3. Warranty Limitations

The Limited Warranty in clauses 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 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 of Original Buyer becoming aware of the defect or deterioration;

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-Box Premium LVS Minimum Configuration List**, which is available on the websites: www.bydbatterybox.com and www.eft-systems.de ;

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 clauses 1.2 and 1.3 does not apply:

a) if the Product was not purchased in Europe;

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.

2.5. Exclusion for Larger Installed Systems

The Limited Warranty in clause 1.3 does not apply to a Product which is installed in parallel with other Products which have a combined Usable Energy of more than 50 kWh.

## 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 clauses 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 two refund formulas below:
   i) Refund = maximum claim amount* x (warranted Minimum Throughput Energy - output energy of the Product recorded in the control module of the Product)/ warranted Minimum Throughput Energy; or
   ii) Refund = maximum claim amount* x (warranted remaining Useable Energy - remaining Useable Energy)/ warranted Usable Energy; and

b) If the Product cannot be operated, BYD will calculate the refund as follows:

   Refund = (maximum claim amount*/120) x (120 - 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.

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, BYD Global Service) including the information specified in the table below, using the contact information specified below.

| | | |
|---|---|---|
| 1 | Installation Date* | |
| 2 | Invoice Number* | |
| 3 | Battery-Box Configuration* | e.g., LVS XX (X modules) |
| 4 | Serial Number of the Product* | |
| 5 | Serial Number of Modules | |
| 6 | Serial Number of BMU | |
| 7 | Firmware Version BMS/BMU | |

| | | |
|---|---|---|
| 8 | Inverter* | |
| 9 | Inverter Configuration | |
| 10 | Serial Number of the Inverter | |
| 11 | Firmware Version of Inverter | |
| 12 | Working Mode | e.g., On-Grid +Backup |
| 13 | Place | e.g., indoor |
| 14 | Comments | |
| 15 | Error Information | |
| 16 | Country | |
| 17 | Street and Number | |
| 18 | Postcode and City | |

* mandatory to provide

Or make the claim 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, 518118, P.R.China

Service Mailbox: bboxservice@byd.com

Telephone: +86 755 89888888- 47175 (CN)

Website: www.bydbatterybox.com

**BYD Authorized Service Partner**

EFT-Systems GmbH

Address: Bruchtannenstraße 28, 63801 Kleinostheim

Service Mailbox: service@eft-systems.de

Telephone: +49 9352 8523999

+44 (0) 2037695998(UK)

+34 91 060 22 67(ES)

+39 02 87368364(IT)

Website: www.eft-systems.de

4.2. 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.

4.3. 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.

4.4. The replaced Product or parts become the property of BYD.

4.5. 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.

4.6. 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.

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**);

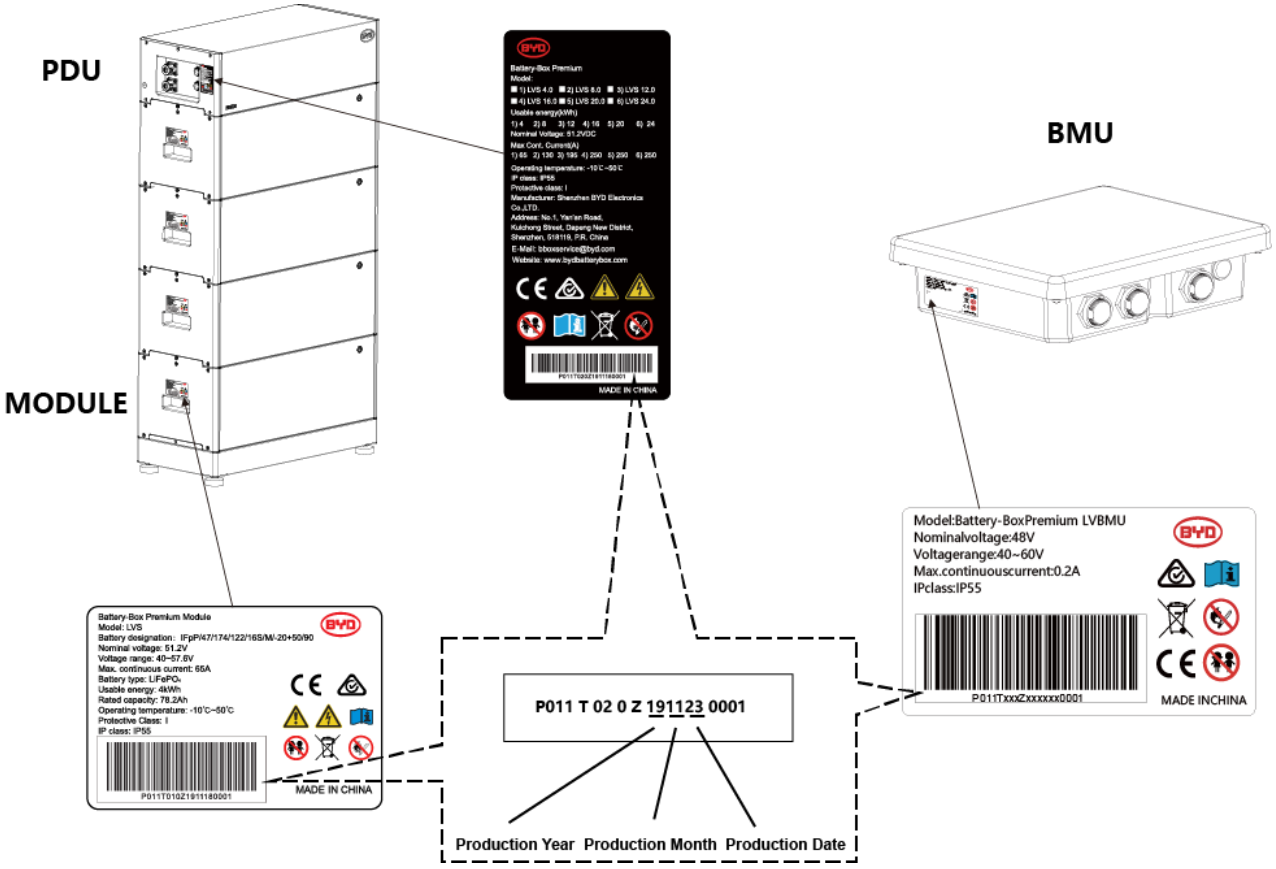
b) the costs of the Expert, including any costs of shipping any Product to the Expert for testing, are payable by Original Buyer if:

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.

## Appendix

The Production Date of the Product could be read from the serial number on the label of the Product as shown in the drawing below. The definition of the serial number regarding the production date are the same for the battery modules, PDU and BMU.

In the example drawing below, the “19” underlined means the production year is 2019, “11” means the production month is November, and “23” means the production date is the twenty-third day of that month.