

# Warranty Conditions

## § 1 Scope of Application

### 1.1

These warranty conditions apply to the GS HUB "HomeHub" modular power storage unit (hereinafter referred to as the "product"). The product basically consists of at least one electronics and control module "Management Unit (hereinafter referred to as the "control module"), at least one battery module "Battery Unit 2.5" (hereinafter referred to as the "battery module"), the stainless steel housing (consisting of the housing and guide rails), and the "installation accessories", i.e. cable harness, bus bars, screws, covers and keys (hereinafter referred to as the "accessories").

### 1.2

GS HUB GmbH (hereinafter referred to as "GS HUB") grants the consumer a product warranty for the product and a performance warranty for the battery module in accordance with the provisions stated hereunder. The performance warranty only applies to the battery module and not to any other components of the product.

### 1.3

The warranty - according to these warranty conditions - applies to products that the end consumer purchases in Germany. The warranty in accordance with these warranty conditions remains unaffected if the end consumer subsequently moves the product to another country and operates the product in another country.

### 1.4

The warranty in accordance with these warranty conditions applies in addition to any applicable statutory warranty rights of the end consumer and, in particular, does not limit any legal rights of the end consumer. In addition to the warranty, the end consumer is, therefore, entitled to all of the legal rights without restriction. These warranty conditions do not affect or limit any right to claims due to defects or a warranty and they exist regardless of whether a warranty case exists under these warranty conditions or whether the warranty is claimed. This warranty thereby extends the legal rights of the end consumer.

## § 2 Warranty

### 2.1

GS HUB guarantees the end consumer that each installed battery module will provide a usable energy content of at least 80% of the original usable energy content for a period of 10 years from the date of invoice, but for a maximum period of 10 years and 6 months from the date of shipment from the factory (performance warranty).

The originally usable energy content per battery module "Battery Unit 2.5" is 2.5 kWh each. The term "usable energy content" describes the amount of energy that can be taken directly from the individual battery module when fully charged. The end consumer is advised that the usable energy content is not the same as the amount of energy that can be fed into the domestic or external grid. As presented in the documentation, control and

conversion processes as well as the energy management reduce the usable energy content of the battery module. If the usable energy content falls below 80% of the original usable energy content, the product automatically switches to error mode. GS HUB will, upon the request of the end consumer, verify the date of shipment of the product ex works at any time in a suitable manner.

## **2.2**

The performance and product warranty (hereinafter referred to as the "warranty") is provided exclusively to the end consumer. The end consumer is the buyer of the product who has purchased the product from a dealer (whether or not the dealer is part of the GS HUB distribution network) for their own use and not for the purpose of resale or other distribution.

## **§ 3 Warranty Provided by GS HUB**

### **3.1**

If a warranty incident occurs during the respective warranty period, GS HUB will, at its own discretion and expense, replace the product or the affected component of the product

- a) on site on the end consumer's premises,
- b) at GS HUB or a third party, or
- c) supply the end consumer with an equivalent substitute product or component.

If the original product or the components thereof are no longer produced in series, GS HUB reserves the right to supply a functionally equivalent replacement product or functionally equivalent component.

### **3.2**

Upon receipt of the replacement product or components, the original product or components become the property of GS HUB. Any components replaced in the course of repair shall also become the property of GS HUB. For delivered replacement products and components as well as for components replaced by way of repair, only the remaining period of the original warranty period applies.

### **3.3**

If a warranty service provided by GS HUB fails, GS HUB is entitled to repeatedly provide the same or another form of warranty service, unless this is considered unreasonable for the end consumer.

## **§ 4 Exemption from Warranty**

### **4.1**

The warranty does not cover products or components thereof that have been impaired, damaged, or destroyed due to the following reasons:

- a) They have not been properly and professionally stored and transported by the end consumer or third parties.
- b) Deterioration, damage, or destruction is attributed to normal wear and tear.

- c) They were not installed, uninstalled, or reinstalled in accordance with the corresponding installation and operating instructions provided by GS HUB or in accordance with the recognized rules of technology.
- d) They were operated in violation of their intended use and in particular in violation of the operating instructions in the installation and operating manual.
- e) They were not maintained properly and professionally, and in particular not in compliance with the maintenance instructions provided in the installation and operating manual.
- f) They were inappropriately modified by the end consumer or third parties or otherwise exposed to improper manipulation.
- g) They were exposed to force majeure (in particular lightning, fire, natural disasters).
- h) Safety precautions were not observed or force was applied, e.g. by the end consumer's own attempts at repair.

## **§ 5 Provision for the Assertion of Warranty Claims**

### **5.1**

In order to make a warranty claim, the product must have been registered at [www.gs-hub.com](http://www.gs-hub.com) within 3 months from the date of commissioning.

### **5.2**

The warranty claim can only be made in writing and by presenting a copy of the original invoice from the dealer of GS HUB products (regardless of whether these dealers are a part of the GS HUB distribution network or are subject to any other proof of purchase from GS HUB).

### **5.3**

Additional documentation (e.g. photos, records) must be made available upon request from GS HUB.

### **5.4**

If an obvious warranty case (i.e. a warranty claim that is so obvious that it becomes apparent to the end consumer without any special effort and without an expert examination) occurs, the end consumer shall immediately, but at the latest within 3 months after discovery, notify GS HUB of the warranty case in writing.

### **5.5**

If this period of notice is exceeded, the end consumer has no right to claim under the warranty, unless they are not responsible for exceeding the period of notice.

## **§ 6 Transfer of Ownership**

If the end consumer sells the product to another party, the remaining warranty is transferred to the new owner of the product. The respective new owner is then considered the end consumer in terms of these warranty conditions. In this case, the warranty is void for the original end consumer.

## **§ 7 Limitation of Liability**

### **7.1**

Claims for damages and the reimbursement of expenses against GS HUB arising from or in connection with this warranty or the warranty service, regardless of the legal basis, are excluded. In particular, GS HUB is not liable for any loss of profit and turnover, loss of use, loss of production, shutdown, loss of data, financing costs as well as consequential and indirect damages. This also applies insofar as such damage is suffered by a third party.

### **7.2**

The above exclusions of liability do not apply to any liability of GS HUB under the Product Liability Act due to intent or gross negligence, due to culpable injury to life, body, or health or due to the breach of essential warranty obligations, i.e. such obligations that enable the proper fulfillment of the promise under the warranty in the first place and on whose compliance the end consumer may regularly rely. However, damages for the breach of essential warranty obligations shall be limited to the foreseeable damage typical for the contract, unless caused by intent or gross negligence, or due to liability involving injury to life, body, or health, or in accordance with the German Product Liability Act.

## **§ 8 Final Provisions**

### **8.1**

These warranty conditions are subject to German law. The application of mandatory statutory provisions that, pursuant to the legal system of the country in which the end consumer has their habitual residence, may not be deviated from by any agreement and, to the disadvantage of the end consumer, shall remain unaffected by this choice of jurisdiction (cf. Article 6, para. 2 Rome I Regulation).

Furthermore, the above legal consequence shall not apply if and insofar as the end consumer is a consumer within the scope of Swiss legislation and can invoke the application of Swiss law. The United Nations agreement on contracts for the international sale of goods (UN Sales Law/CISG) is hereby waived.

### **8.2**

If individual conditions are or become invalid, this shall not affect the validity.

Warranty provider:

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