

Please click on the link that best describes your product.

[FACTORY LIMITED WARRANTY \(pro; eco Gen 1, eco Gen 2, eco Gen 3, eco Gen 3.1; ecoLinx 1, ecoLinx 1.5, ecoLinx30; sonnenCore, sonnenCore+, sonnenEvo\)](#)

[FACTORY LIMITED WARRANTY\(sonnenHome product generations – sonnenHome Battery 11\)](#)

FACTORY LIMITED WARRANTY (pro; eco Gen 1, eco Gen 2, eco Gen 3, eco Gen 3.1; ecoLinx 1, ecoLinx 1.5, ecoLinx30; sonnenCore, sonnenCore+, sonnenEvo)

I. LIMITED WARRANTY

1. Warrantor.

Warrantor is sonnen, Inc. (formerly “sonnenBatterie”), 1578 Litton Road, Stone Mountain, GA 30083.

2. What Products Are Covered?

The following warranty (“**Factory Limited Warranty**”) applies exclusively to the following categories of sonnen, Inc. products (collectively the “**Covered Products**”):

- US eco 2.0 (or higher) using LFP1 battery modules, installed after July 31, 2015;
- US pro 1.0 (or higher), installed after January 1, 2016;
- US eco Gen 3.0 (or higher), using LFP2, sonnen Standard battery modules, installed after July 1, 2018; or
- US ecoLinx 1.0 (or higher), using LFP1 or LFP2, sonnen Premium battery modules, installed after March 1, 2018;
- US sonnenCore using LFP4 or LFP5 (sM4), sonnen battery modules, installed after April 1, 2020.
- US sonnenCore+ using LFP5 (sM4), sonnen battery modules, installed after June 1, 2022.
- US sonnenEvo using LFP5 (sM4), sonnen battery modules, installed after June 1, 2022.
- which: were manufactured by and bear the original manufacturing label of sonnenBatterie, Inc. or sonnen, Inc.;
- were sold by sonnen, Inc. directly or through a certified sonnen partner (“**Authorized Dealer**”) or through an authorized wholesale distributor (“**Authorized Distributor**”) as new products in the United States, Canada, Puerto Rico, Dominican Republic, Panama, Mexico or Costa Rica;
- were installed and commissioned by an Authorized, Certified sonnen Installer within the United States, Canada, Puerto Rico, Dominican Republic, Panama, Mexico or Costa Rica. Please request proof of certification from your installer prior to installation.

3. Limited Product Warranty.

For Covered Products, sonnen, Inc. covers all defects in workmanship and materials during the Warranty Period under normal application, installation, use and service conditions as specified in sonnen, Inc.’s standard product documentation, and subject to the conditions listed below (“**Limited Product Warranty**”). The Limited Product Warranty is not intended to be and is

not a durability warranty (i.e. the Covered Products are not warranted to last the lifetime of the building in which they are installed), as end-user conditions and usage are variable.

4. Limited Performance Warranty.

Sonnen, Inc. guarantees that the actual storing capacity of the original battery module included in the Covered Product ("**Battery Module**") will be not less than the following of the labeled storing capacity:

Warranty Years	Warranty Cycles	Capacity	Battery Module Type
10	10,000	70%	LFP1 & LFP2 installed in eco or pro system
10	10,000	70%	SCOREBATT (LFP4 & LFP5) installed in sonnenCore, sonnenCore+, and sonnenEvo
15	15,000	65%	LFP1 & Ndure installed in ecoLinx

Examples of estimated total watt hours by model over the life of the warranty based on cycles and at a linear decreasing capacity as above:

Model	Number of battery modules	Total MWh
SCORE (Core, Core+, or Evo w/ 10kWh)	2	90
SCORE (Core, Core+, or Evo w/ 20kWh)	4	181
ECO10*	4	81
ECO20*	8	163
ECOLX12*	6	146
ECOLX20*	10	243
ECOLX30*	15	365

*Note: All version models with or without screen and all zones.

5. Warranty Obligations.

(a) During the Warranty Period, sonnen, Inc. will, at its option, repair the defective part (if economically feasible) or replace the defective part free of charge, provided that sonnen, Inc. is properly notified of the product defect within the Warranty Period, and provided that sonnen, Inc., through inspection, establishes the existence of a defect covered by this Limited Warranty.

(b) Sonnen, Inc. will, at its option, use new and/or reconditioned parts in building replacement parts. Sonnen, Inc. reserves the right to use parts or products of original or improved design in the repair or replacement of the product. If sonnen, Inc. repairs or replaces a product part, its warranty continues for the remaining portion of the Warranty Period or ninety (90) days from the date of the repair or replacement, whichever is greater.

(c) This Factory Limited Warranty covers sonnen, Inc.'s costs for materials necessary to reestablish trouble-free operation of the Covered Product. All repairs must be performed by a sonnen Certified Installer.

(d) Costs of installation or reinstallation, costs of removal, and/or costs of labor for repair are covered only upon approval by sonnen of a "Warranty Labor Work Ticket" prior to services rendered, as described further in Section 9 below. Any such costs incurred without sonnen's approval and prior to obtaining a Warranty Labor Work Ticket will not be paid by sonnen under this Factory Limited Warranty.

(e) In the event of a defect of products or services supplied by sonnen, Customer's sole remedy shall be, at sonnen's discretion: (a) repair or replacement of defective product, (b) re-performance of defective services, or (c) payment of the reimbursement under 5(g) below.

(f) Except for visible defects of products and services, for which Customer shall provide notice to sonnen immediately under Section 6.4 of sonnen, Inc's Terms & Conditions, Customer shall provide written notice of any defect to sonnen within 10 days after discovery of such defect.

(g) Should sonnen be unable to repair or replace defective products or re-perform defective services to the agreed-upon standard within 90 days after written notice from Customer of such defect, Customer shall grant sonnen a 10-day cure period in writing. Should sonnen fail to replace defective products or re-perform defective services to the agreed-upon standard within such 10-day cure period after written notice from Customer, Customer shall have the right to request reimbursement of the purchase price of the Covered Product. For clarity, sonnen's obligations under this paragraph run from the date that sonnen was actually notified of the defect, not the date that Customer's Authorized Installer was first notified of the defect.

(h) sonnen's liability with respect to any product, including without limitation sonnen's obligation to repair or replace defective products or to re-perform defective services, shall be excluded if (i) Customer fails to inspect products or services as required under Section 6.4 of sonnen, Inc's Terms & Conditions or elsewhere in those Terms, (ii) Customer fails to inform sonnen about defects as required under Sections 6.4 of the Terms

& Conditions or section (e) or (f) above or elsewhere in this Warranty document, (iii) Customer fails to observe product operating and maintenance instructions provided by sonnen, (iv) any product or product part has been opened, modified, repaired, processed, replaced or installed, or any other work has been performed in relation to or that affects any product, by a non-certified or otherwise unauthorized person, or (v) any other act or omission has occurred that otherwise has resulted in a loss of the Limited Product Warranty.

(i) In the event sonnen determines that an alleged product or services defect did not exist or, if existed, was excluded from sonnen's liability by sonnen's Terms & Conditions, Customer shall reimburse sonnen for all costs and expenses incurred by sonnen as a result of sonnen's attempt to repair, replace or re-perform.

(j) Sonnen is not liable for product(s) damaged through installer error or installation error (including installation design errors) regardless of the installer's status of having attended or not attended the sonnen provided Certified Installer Training. Determination of warranty coverage is as set out in this Warranty document, and at the discretion of the sonnen Applications Engineering & Technical Services team.

(k) EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, THE FOREGOING REMEDIES STATE SONNEN'S SOLE AND EXCLUSIVE OBLIGATION AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY AGREEMENT AND AS OTHERWISE PROVIDED BY APPLICABLE LAW, SONNEN MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MATTERS INCLUDING BUT NOT LIMITED TO FITNESS AND/OR MERCHANTABILITY. SONNEN UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE GOODS EXCEPT AS OTHERWISE PROVIDED IN THIS WARRANTY AGREEMENT. FURTHER, SONNEN ASSUMES NO RESPONSIBILITY THAT THE GOODS WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH YOU MAY BE BUYING THESE GOODS, EXCEPT AS OTHERWISE PROVIDED IN THIS WARRANTY AGREEMENT OR BY APPLICABLE LAW. ALL WARRANTIES, EXPRESS OR IMPLIED, WHETHER INCLUDED HEREIN OR IMPOSED BY OPERATION OF LAW, TERMINATE AT THE END OF THE WARRANTY TERM STATED HEREIN.

6. Product Suitability.

Sonnen's products are designed to meet stated U.S. safety standards and regulations. Because local safety standards and regulations vary significantly, sonnen cannot guarantee that products meet all applicable requirements in each locality. Customer assumes responsibility for compliance with such safety standards and regulations in the localities in which a product will be shipped, sold or used. Before purchase and use of any product, Customer shall review the product application, and national and local codes and regulations, and must verify that the use and installation of the product will be in compliance therewith.

7. Warranty Term.

(a) The Customer's warranty period ("Warranty Period") for the Covered Product commences upon commissioning or installation date from an Authorized Dealer (as evidenced by registration/commissioning of the unit in the sonnen database).

(b) The Warranty Period for the Limited Product Warranty (Section 3) for US eco 2.0, installed by a sonnen Authorized Contractor using LFP1 battery modules, installed after July 31, 2015 terminates upon the earlier of (i) 10,000 battery cycles or (ii) 120 months after installation of the Covered Product by an Authorized installer. If original replacement parts are no longer available in the marketplace at the time of the repair, sonnen may replace it with a similar product that has the same or better functions and performance.

(c) The Warranty Period for the Limited Product Warranty (Section 3) for US pro 1.0 (or higher), installed by a sonnen Authorized Installer after January 1, 2016, terminates upon the earlier of (i) 10,000 battery cycles or (ii) 120 months after installation of the Covered Product by an Authorized Installer. If original replacement parts are no longer available in the marketplace at the time of the repair, sonnen may replace it with a similar product that has the same or better functions and performance.

(d) The Warranty Period for the Limited Product Warranty (Section 3) for US eco Gen 3.0, installed by a sonnen Authorized Installer, using LFP2 battery modules, installed after July 1, 2018 terminates upon the earlier of (i) 10,000 battery cycles or (ii) 120 months after installation of the Covered Product by an Authorized Installer. If original replacement parts are no longer available in the marketplace at the time of the repair, sonnen may replace it with a similar product that has the same or better functions and performance.

(e) The Warranty Period for the Limited Product Warranty (Section 3) for US sonnenCore, installed by a sonnen Authorized Installer, using HOMEBATT (LFP4 or LFP5) battery modules, installed after April 1, 2020 terminates upon the earlier of (i) 10,000 battery cycles or (ii) 120 months after installation of the Covered Product by an Authorized Installer. If original replacement parts are no longer available in the marketplace at the time of the repair, sonnen may replace it with a similar product that has the same or better functions and performance.

(f) The Warranty Period for the Limited Product Warranty (Section 3) for US ecoLinx 1.0 or higher, installed after March 1, 2018 terminates upon the earlier of (i) 15,000 battery module cycles, or (ii) 180 months after installation of the Covered Product by an Authorized Installer. If original replacement parts are no longer available in the marketplace at the time of the repair, sonnen may replace it with a similar product that has the same or better functions and performance.

(g) The Warranty Period for the Limited Product Warranty (Section 3) for US sonnenCore+ and sonnenEvo, installed by a sonnen Authorized Installer, using SCOREBATT (LFP5) battery modules, installed after June 1, 2022 terminates upon the earlier of (i) 10,000 battery cycles or (ii) 120 months after installation of the Covered Product by an Authorized Installer. If original replacement parts are no longer available in the marketplace at the time of the repair, sonnen may replace it with a similar product that has the same or better functions and performance.

(h) The Warranty Period for the Performance Warranty (Section 4) for US eco, pro 1.0, sonnenCore, sonnenCore+, or sonnenEvo terminates upon the earlier of (i) 123 months after purchase of the Covered Product, or (ii) 120 months after installation of the Covered Product by an Authorized Installer, or (iii) 10,000 battery module cycles. If original replacement parts are no longer available in the marketplace at the time of the repair, sonnen may replace it with a similar product that has the same or better functions and performance.

(i) The Warranty Period for the Performance Warranty (Section 4) for US ecoLinX terminates upon the earlier of (i) 183 months after purchase of the Covered Product, or (ii) 180 months after installation of the Covered Product by an Authorized Installer, or (iii) 15,000 battery module cycles. If original replacement parts are no longer available in the marketplace at the time of the repair, sonnen may replace it with a similar product that has the same or better functions and performance.

8. Who Can Make A Claim?

(a) Warranty claims may only be made by the original purchaser of a Covered Product, if the Covered Product has been registered through sonnen's product registration website during the installation process by the Authorized Installer, provided that the Covered Product remains in its original location and configuration. This Factory Limited Warranty may not be transferred or assigned except by express written authorization by sonnen, Inc.

(b) It is inadvisable to uninstall and reinstall sonnen products. Owners of sonnen products who choose to uninstall and subsequently re-install their sonnen product at a new location assume all associated risks and cost. Product should be uninstalled and subsequently reinstalled by a sonnen Certified Installer, as the Products are connected to high-voltage lines and are highly specialized Products that require expertise to safely handle. This Factory Limited Warranty does not cover damage caused by installers during uninstall or reinstall, except in cases where a Warranty Labor Work Ticket is issued and an authorized and Certified Installer is used.

9. How Do You File A Claim?

- (a) To file a claim under this Factory Limited Warranty, the owner of the Covered Product must submit a claim in writing (“**Claim Notice**”) to sonnen, Inc. within the applicable Warranty Period to sonnen, Inc.’s address set forth above, or such future address as sonnen, Inc. may provide from time to time. The Claim Notice must include the following information:

- the serial number of the Covered Product for which a Claim Notice is being sent;
- a copy of the dated purchase receipt for the Covered Product;
- information about the use of the Covered Product in reasonable detail; and
- information about the defect in reasonable detail; and
- note if the unit has been registered for an extended warranty.

(b) Upon receipt of a Claim Notice, sonnen, Inc. may ask the owner for further information or claim verification from, receipt of which will be required prior to processing the claim.

(c) During processing, sonnen, Inc. may recommend an Authorized, Certified Dealer or Authorized, Certified Installer, for repair. The owner may also recommend an Authorized, Certified Dealer or Authorized, Certified Installer for repair. However, under no circumstances should the owner commence repair without first notifying sonnen and receiving authorization to begin repairs. Sonnen, Inc. will work in good faith with the selected Authorized, Certified Dealer or Authorized, Certified Installer to develop a scope-of-work document outlining the plan for repair (“Warranty Labor Work Ticket”). The Warranty Labor Work Ticket will outline costs of installation or reinstallation, costs of removal, and/or costs of labor for repair to be covered by sonnen. Under this Factory Limited Warranty, sonnen will only cover costs of installation or reinstallation, costs of removal, and/or costs of labor for repair that are approved by sonnen, Inc. in a Warranty Labor Work Ticket prior to the commencement of work on the repair.

(d) Upon acceptance of a warranty claim, sonnen, Inc. may require that an Authorized, Certified Dealer or Authorized, Certified Installer send the Covered Product at your own costs to a sonnen, Inc. warranty claim center located in the United States.

II. WARRANTY LIMITATIONS

1. Excluded Warranty Claims

(a) As set forth above, sonnen, Inc. makes no warranties, either expressed or implied, orally, or in writing, with respect to any other warranty coverage except those expressly stated in this Factory Limited Warranty. THIS FACTORY LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH THE COVERED PRODUCTS.

(b) This Factory Limited Warranty does not cover any problem that is caused by conditions, malfunctions or damage not resulting from defects in material or workmanship.

(c) The Factory Limited Warranty does not cover damages that occur due to:

- Transport damage;
- Installation or commissioning by any person who is not an Authorized, Certified Dealer or Authorized, Certified Installer;
- Negligent, reckless, or willful conduct on the part of an owner, Authorized, Certified Dealer or Authorized, Certified Installer, or any other third party;
- Failure to observe the user manual, maintenance regulations and intervals;
- Modifications, changes, or attempted repairs, except as conducted by sonnen itself or by an Authorized, Certified Dealer or Authorized, Certified Installer under a Warranty Labor Ticket;
- Incorrect use or inappropriate operation, storage, commissioning, or modification of the Covered Products;
- Insufficient ventilation of the Covered Product;
- Failure to observe the applicable safety regulations;
- Lightning, extreme wind, flood, earthquake, fire, extreme cold/hot weather, extreme grid power surges, war, terrorism, cyber-terrorism, acts of utilities, CCAs, or other local electrical providers or ISOs, or other events outside the reasonable control of sonnen, Inc.;
- Force majeure, including but not limited to the events listed above;
- Acts of God or theft.

(d) This Factory Limited Warranty does not cover cosmetic defects that do not directly influence energy production, or degrade form, fit, and function, nor does it cover noise or vibration that is not excessive or uncharacteristic and does not impact the performance of the Covered Products.

(e) This Factory Limited Warranty does not cover any damage caused directly or indirectly by or during the opening, modification, repair, processing, replacement, or installation of any Covered Product or product part, or any other work has been performed in relation to or that affects any Product, by a non-certified or otherwise unauthorized person.

(f) Claims that go beyond the scope of this Factory Limited Warranty, including but not limited to (i) claims for compensation for direct or indirect damages arising from the defective device, (ii) claims for compensation for costs arising from disassembly and installation, or (iii) claims for loss of profits, are expressly NOT covered by this Factory Limited Warranty.

(g) In no event will sonnen, Inc. be held responsible or liable for any personal injuries arising out of or connected with the use or misuse of the Covered Product, or for any other damages, whether direct, indirect, punitive, incidental, or consequential; even if sonnen, Inc. has been advised of such damages.

(h) As set forth above, any removal, relocation, or reinstallation is completely within the discretion of sonnen. This limited warranty does not cover any problem that is caused by conditions, malfunctions or damage resulting from installation of the Covered Product in an improper location. If sonnen determines that removal, relocation, or reinstallation of the Covered Product would enhance the performance of the unit, sonnen may recommend that the customer do so at the customer's own expense.

2. Internet Connectivity.

As an express condition of sonnen, Inc.'s obligations under this Factory Limited Warranty, sonnen, Inc. requires continuous online access to the Covered Product via internet connection. This Factory Limited Warranty requires that the Covered Product will be properly connected to the internet through your internet provider and expressly excludes any defects resulting from acts or omissions that prevent sonnen, Inc. from accessing the Covered Product online as may be required for software upload or performance data download. Damage caused by failure to meet this condition is not covered under this Factory Limited Warranty, and may cause the Customer to incur additional labor costs to update the Products.

3. Installation Requirements.

sonnen, Inc. strongly encourages that installation of any sonnen product be performed by an authorized, Certified sonnen dealer or authorized, Certified sonnen installer. The following conditions and certifications should be met:

(a) Prior to installation, system design must be performed by a sonnen Certified System Designer;

(b) Installation must be performed by or under the direct on-site supervision of a sonnen Certified Installer; and

(c) Contractor selling the sonnen Unit to the end-user customer must be both sonnen Certified (design and installation) as well as Authorized. Furthermore, the sonnen Unit must have been sourced, by the Authorized and Certified Contractor, from either an Authorized sonnen Wholesaler or from sonnen, Inc. directly.

Failure to meet these conditions may cause substantial damage to both the Products and connected systems that is not covered under this Factory Limited Warranty. sonnen's obligations under this Factory Limited Warranty do not extend to damage caused during installation and repairs by non-Certified and/or unauthorized parties.

4. Modifications and Waivers.

No person or entity, including a sonnen employee or authorized representative, can modify or waive any part of this Factory Limited Warranty. sonnen may occasionally offer to pay some or all of the cost of certain repairs that are not covered by this Factory Limited Warranty, either for specific Covered Products or on an ad hoc, case-by-case basis. sonnen reserves the right to do the above at any time without incurring any obligation to make a similar payment to other owners.

III. General.

1. Miscellaneous.

This Factory Limited Warranty and the terms contained herein supersede all statements contained in any and all user manuals, installation manuals, other equipment literature or catalogs, or orally with respect to any product or performance warranty for Covered Products.

This Factory Limited Warranty does not and should not be construed to grant any intellectual property rights of any kind, nor does it grant any warranty, guaranty, or indemnification for or against any intellectual property claims of third parties.

This Limited Warranty gives you specific legal rights. You may also have other legal rights, which vary from state to state. For example, some states do not allow limitations on how long an implied warranty lasts, meaning the limitations in the "Limitations and Disclaimer" section above may not apply to you. The terms of this Limited Warranty will apply to the extent permitted by applicable law. For a full description of your legal rights you should refer to the laws applicable in your jurisdiction.

2. Arbitration.

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM SONNEN, INC. For any dispute with sonnen, Inc. in connection with this Factory Limited Warranty, you agree to first contact us at service@sonnen-batterie.com and attempt to resolve the dispute with us informally. If the dispute has not been resolved after 90 days, we each agree to resolve such dispute through binding arbitration under the Optional Expedited Arbitration Procedures then in effect for the Judicial Arbitration and Mediation Services ("JAMS"). JAMS may be contacted at www.jamsadr.com. The existence, content and result of the arbitration shall be held in confidence by all participants. The arbitration will be conducted by a single arbitrator selected by agreement of the Parties or, failing such agreement, appointed in accordance with the JAMS rules. The arbitration shall be conducted in English and in Atlanta, Georgia. If you are using the Covered Products for commercial purposes, each Party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in their discretion, award reasonable costs and fees to the prevailing Party. If you are an individual using the Covered Products for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing sonnen, Inc. from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property rights or other proprietary rights.

3. Class Action/Jury Trial Waiver.

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE PRODUCT FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT YOU AND SONNEN ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

FACTORY LIMITED WARRANTY(sonnenHome product generations)

IV. LIMITED WARRANTY

1. Warrantor.

Warrantor is sonnen, Inc., 1578 Litton Road, Stone Mountain, GA 30083.

2. What Products Are Covered?

The following warranty (“**Factory Limited Warranty**”) applies exclusively to the following categories of sonnen, Inc. products (collectively the “**Covered Products**”):

- US sonnenHome Battery 11 using sonnenModule4 (sM4), sonnen battery modules, installed after June 1, 2025; which:
- were manufactured by and bear the original manufacturing label of sonnenBatterie, Inc. or sonnen, Inc.;
- were sold by sonnen, Inc. directly or through a certified sonnen partner (“**Authorized Dealer**”) or through an authorized wholesale distributor (“**Authorized Distributor**”) as new products in the territory of the United States of America or the Dominion of Canada.
- were installed and commissioned using sonnen’s online Commissioning Portal by an Authorized, Certified sonnen Installer within the territory of the United States of America or the Dominion of Canada. Please request proof of certification from your installer prior to installation.

3. Limited Product Warranty.

For Covered Products, sonnen, Inc. covers all defects in workmanship and materials during the Warranty Period under normal application, installation, use and service conditions as specified in sonnen, Inc.’s standard product documentation, and subject to the conditions listed below (“**Limited Product Warranty**”). The Limited Product Warranty is not intended to be and is not a durability warranty (i.e. the Covered Products are not warranted to last the lifetime of the building in which they are installed), as end-user conditions and usage are variable.

4. Limited Performance Guarantee.

Sonnen, Inc. guarantees that the actual storing capacity of the original battery module included in the Covered Product ("**Battery Module**") will be not less than the following of the labeled storing capacity (in terms of Warranty Years from Commissioning or Warranty Cycles, whichever comes first):

Warranty Years	Warranty Cycles	Capacity	Battery Module Type
10	10,000	70%	HOMEBAIT (sM4) installed in sonnenHome generation battery systems

Estimated total watt hours by model over the life of the warranty based on cycles and at a linear decreasing capacity as above:

Model	Number of battery modules	Total MWh
sonnenHome Battery 11 w/10kWh	2	85
sonnenHome Battery 11 w/20kWh	4	170

The Limited Performance Guarantee relates exclusively to Covered Products in accordance with use in standard residential applications including for the purposes of: PV self-consumption optimization, time of use load shifting, backup during grid failure, and use in an enrolled sonnenConnect VPP program (where available). If the Covered Products are also used for other applications, including commercial or business applications, the Limited Performance Guarantee will not apply unless an individual agreement has been made with the Customer before the start of use.

5. Warranty Obligations.

- (a) During the Warranty Period, sonnen, Inc. will, at its option, repair the defective part (if economically feasible) or replace the defective part free of charge, provided that sonnen, Inc. is properly notified of the product defect within the Warranty Period, and provided that sonnen, Inc., through inspection, establishes the existence of a defect covered by this Limited Warranty.
- (b) Sonnen, Inc. will, at its option, use new and/or reconditioned parts in building replacement parts. Sonnen, Inc. reserves the right to use parts or products of original or improved design in the repair or replacement of the product. If sonnen, Inc. repairs or replaces a product part, its warranty continues for the remaining

portion of the Warranty Period or ninety (90) days from the date of the repair or replacement, whichever is greater.

- (c) This Factory Limited Warranty covers sonnen, Inc.'s costs for materials necessary to reestablish trouble-free operation of the Covered Product. All repairs must be performed by a sonnen Certified Installer. Except in cases of fire or other safety emergency, no work shall be done on the Covered Product until Sonnen, Inc. has inspected and diagnosed the alleged warranty claim, or else it shall be presumed that any such defect is the result of installer and/or contractor error and outside the scope of this Factory Limited Warranty. The Customer and installer and/or contractor bear the risk of covering the cost of repairs if Sonnen is not given an opportunity to inspect and diagnose the alleged warranty claim prior to commencing work and if the Customer is unable to establish to a reasonable degree of certainty (in sonnen's discretion or to a legal finder of fact) that the alleged defect is within the scope of this Factory Limited Warranty.
- (d) Costs of installation or reinstallation, costs of removal, and/or costs of labor for repair are covered only upon approval by sonnen of a "Warranty Labor Work Ticket" prior to services rendered, as described further in Section 9 below. Any such costs incurred without sonnen's approval and prior to obtaining a Warranty Labor Work Ticket will not be paid by sonnen under this Factory Limited Warranty except as required by local law. Even where local law applies, if work is performed without a Warranty Labor Work Ticket and a good faith dispute arises as to whether the work is covered by this Factory Limited Warranty, sonnen reserves the right to withhold payment (if any) without interest or penalty until such dispute is resolved, and sonnen reserves the right to reimburse only those costs that would have been incurred by a Certified Installer with knowledge and experience working with energy storage systems and that exercised reasonable diligence in diagnosing and resolving the alleged defect. Sonnen, Inc. will not be liable for excessive labor hours or costs where a claim could have been resolved more efficiently by a technician exercising reasonable knowledge, diligence, and care working with energy storage systems.
- (e) In the event of a defect of products or services supplied by sonnen, Customer's sole remedy shall be, at sonnen's discretion: (i) repair or replacement of defective product, (ii) re-performance of defective services, or (iii) payment of the reimbursement under 5(g) below. For the avoidance of doubt, sonnen reserves the right to choose the appropriate remedy and Customer may not unilaterally elect reimbursement unless expressly granted that right by local law with respect to energy storage systems.

- (f) Except for visible defects of products and services, for which Customer shall provide notice to sonnen immediately under Section 6.4 of sonnen, Inc's Terms & Conditions, Customer shall provide written notice of any defect to sonnen within 10 days after discovery of such defect.
- (g) Should sonnen be unable to repair or replace the originally noticed defect with the products or re-perform the originally noticed defective services to the agreed-upon standard within 90 days after written notice from Customer of such defect, Customer shall grant sonnen a 10-day cure period in writing. Only if sonnen fails to replace defective products or re-perform defective services that were the subject of the original Customer notice to the agreed-upon standard within such 10-day cure period after written notice from Customer, Customer shall have the right to request reimbursement of the purchase price of the Covered Product (not including installation fees unless expressly required by local law), less an amount directly attributable to use by the Customer prior to notifying sonnen of the specific non-conformity that results in reimbursement, as set forth below:

The "purchase price less amount directly attributable to use by the Customer" shall be calculated for the battery system on the basis of straight-line, annual amortization over a period of 10 years, whereby 20% is amortized in the first year of the warranty period and 10% is amortized each subsequent year. The initial value to be recognized is the customer's purchase price for the battery system (not including installation fees unless expressly required by local law). The current value is the difference between the initial value and the calculated amortization value. If the customer can no longer prove the purchase price in individual cases, sonnen calculates the initial value on the basis of the MSRP published by sonnen at the time of sale (or commissioning if sale date cannot be established).

For clarity, sonnen's obligations under this paragraph run from the date that sonnen was actually notified of the defect, not the date that Customer's Authorized Installer was first notified of the defect. The 90-day period shall be deemed reasonable for the Covered Products and shall apply notwithstanding any periods otherwise deemed reasonable by local law, to the extent allowed, because the Covered Products are highly advanced and contain sensitive interconnected parts. If, in the process of repairing or replacing the originally noticed defect with the products or re-performing the originally noticed defective services a new issue arises which requires attention, or if subsequent issues with the product arise, the 90-day period shall start anew for such additional defects and the Customer shall not be entitled to refund unless sonnen is unable to repair such additional issues within the newly defined 90-day period. It is not unreasonable for multiple issues to arise over a ten-year period; this Factory Limited Warranty does not give a broad right of reimbursement to the Customer.

- (h) Specifically with regard to the Limited Performance Guarantee, sonnen shall be free to either (a) make up the difference to the guaranteed performance by delivery of a replacement part or installation of additional battery modules, or (b) at sonnen's option and provided that the battery system can still be used for the intended purpose without the defective battery module, to reimburse the Customer for the current value of battery modules prorated for the amount of deficiency under the Limited Performance Guarantee. (e.g., if the deficiency under the Limited Performance Guarantee equates to 1kWh and a standard battery module is 2kWh, sonnen may reimburse Customer for 50% of the price of a battery module). This election shall be at sonnen's sole discretion, and any reimbursements made pursuant to this paragraph shall be credited against future claims.
- (i) sonnen's liability with respect to any product, including without limitation sonnen's obligation to repair or replace defective products or to re-perform defective services, shall be excluded if (i) Customer fails to inspect products or services as required under Section 6.4 of sonnen, Inc's Terms & Conditions or elsewhere in those Terms, (ii) Customer fails to inform sonnen about defects as required under Sections 6.4 of the Terms & Conditions or section (e) or (f) above or elsewhere in this Warranty document, (iii) Customer fails to observe product operating and maintenance instructions provided by sonnen, (iv) any product or product part has been opened, modified, repaired, processed, replaced or installed, or any other work has been performed in relation to or that affects any product, by a non-certified or otherwise unauthorized person, or (v) any other act or omission has occurred that otherwise has resulted in a loss of the Limited Product Warranty.
- (j) In the event sonnen determines that an alleged product or services defect did not exist or, if existed, was excluded from sonnen's liability by sonnen's Terms & Conditions, Customer shall reimburse sonnen for all costs and expenses incurred by sonnen as a result of sonnen's attempt to repair, replace or re-perform.
- (k) Sonnen is not liable for product(s) damaged through installer error or installation error (including installation design errors) regardless of the installer's status of having attended or not attended the sonnen provided Certified Installer Training. Determination of warranty coverage is as set out in this Warranty document, and at the discretion of the sonnen Applications Engineering & Technical Services team.
- (l) EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, THE FOREGOING REMEDIES STATE SONNEN'S SOLE AND EXCLUSIVE OBLIGATION AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY AGREEMENT AND AS OTHERWISE PROVIDED BY APPLICABLE LAW, SONNEN MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MATTERS INCLUDING BUT NOT LIMITED TO FITNESS AND/OR

MERCHANTABILITY. SONNEN UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE GOODS EXCEPT AS OTHERWISE PROVIDED IN THIS WARRANTY AGREEMENT. FURTHER, SONNEN ASSUMES NO RESPONSIBILITY THAT THE GOODS WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH YOU MAY BE BUYING THESE GOODS, EXCEPT AS OTHERWISE PROVIDED IN THIS WARRANTY AGREEMENT OR BY APPLICABLE LAW. ALL WARRANTIES, EXPRESS OR IMPLIED, WHETHER INCLUDED HEREIN OR IMPOSED BY OPERATION OF LAW, TERMINATE AT THE END OF THE WARRANTY TERM STATED HEREIN.

6. Product Suitability.

Sonnen's products are designed to meet stated U.S. safety standards and regulations. Because local safety standards and regulations vary significantly, sonnen cannot guarantee that products meet all applicable requirements in each locality. Customer assumes responsibility for compliance with such safety standards and regulations in the localities in which a product will be shipped, sold or used. Before purchase and use of any product, Customer shall review the product application, and national and local codes and regulations, and must verify that the use and installation of the product will be in compliance therewith.

7. Warranty Term.

- (a) The Customer's warranty period ("Warranty Period") for the Covered Product commences upon commissioning or installation date from an Authorized Dealer (as evidenced by registration/commissioning of the unit in the sonnen database).
- (b) The Warranty Period for the Limited Product Warranty (Section 3) for US sonnenHome 11 installed by a sonnen Authorized Contractor using sM4 battery modules, installed after June 1, 2025 terminates upon the earlier of (i) 10,000 battery cycles or (ii) 120 months after installation of the Covered Product by an Authorized installer. If original replacement parts are no longer available in the marketplace at the time of the repair, sonnen may replace it with a similar product that has the same or better functions and performance.
- (c) The Warranty Period for the Limited Performance Guarantee (Section 4) for US sonnenHome 11 terminates upon the earlier of (i) 123 months after purchase of the Covered Product, or (ii) 120 months after installation of the Covered Product by an Authorized Installer, or (iii) 10,000 battery module cycles. If original replacement parts are no longer available in the marketplace at the time of the repair, sonnen may replace it with a similar product that has the same or better functions and performance.

8. Who Can Make A Claim?

- (a) Warranty claims may only be made by the original purchaser of a Covered Product, if the Covered Product has been registered through sonnen's product registration website during the installation process by the Authorized Installer, or a person to whom the title to a properly registered Covered Product has been transferred, provided that the Covered Product remains in its original location and configuration (including, without limitation, a purchaser of a building, who acquires the covered product as a fixture to the building).
- (b) It is inadvisable to uninstall and reinstall sonnen products. Owners of sonnen products who choose to uninstall and subsequently re-install their sonnen product at a new location assume all associated risks and cost. Product should be uninstalled and subsequently reinstalled by a sonnen Certified Installer, as the Products are connected to high-voltage lines and are highly specialized Products that require expertise to safely handle. This Factory Limited Warranty does not cover damage caused by installers during uninstall or reinstall, except in cases where a Warranty Labor Work Ticket is issued and an authorized and Certified Installer is used.

9. How Do You File A Claim?

- (a) To file a claim under this Factory Limited Warranty, the owner of the Covered Product must submit a claim in writing ("**Claim Notice**") to sonnen, Inc. within the applicable Warranty Period to sonnen, Inc.'s address set forth above, or such future address as sonnen, Inc. may provide from time to time. The Claim Notice must include the following information:
 - i. the serial number of the Covered Product for which a Claim Notice is being sent;
 - ii. a copy of the dated purchase receipt for the Covered Product;
 - iii. information about the use of the Covered Product in reasonable detail; and
 - iv. information about the defect in reasonable detail; and
 - v. note if the unit has been registered for an extended warranty.
- (b) Upon receipt of a Claim Notice, sonnen, Inc. may ask the owner for further information or claim verification from, receipt of which will be required prior to processing the claim.
- (c) During processing, sonnen, Inc. may recommend an Authorized, Certified Dealer or Authorized, Certified Installer, for repair. The owner may also recommend an Authorized, Certified Dealer or Authorized, Certified Installer for repair. However, under no circumstances should the owner commence repair without first notifying sonnen and receiving authorization to begin repairs. Sonnen, Inc. will work in good faith with the selected Authorized, Certified Dealer or Authorized, Certified Installer to develop a scope-

of-work document outlining the plan for repair ("Warranty Labor Work Ticket"). The Warranty Labor Work Ticket will outline costs of installation or reinstallation, costs of removal, and/or costs of labor for repair to be covered by sonnen. Under this Factory Limited Warranty, sonnen will only cover costs of installation or reinstallation, costs of removal, and/or costs of labor for repair that are approved by sonnen, Inc. in a Warranty Labor Work Ticket prior to the commencement of work on the repair.

- (d) Upon acceptance of a warranty claim, sonnen, Inc. may require that an Authorized, Certified Dealer or Authorized, Certified Installer send the Covered Product at your own costs to a sonnen, Inc. warranty claim center located in the United States.

V. WARRANTY LIMITATIONS

1. Excluded Warranty Claims

- (a) As set forth above, sonnen, Inc. makes no warranties, either expressed or implied, orally, or in writing, with respect to any other warranty coverage except those expressly stated in this Factory Limited Warranty. THIS FACTORY LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH THE COVERED PRODUCTS.
- (b) This Factory Limited Warranty does not cover any problem that is caused by conditions, malfunctions or damage not resulting from defects in material or workmanship. The Factory Limited Warranty does not cover visual impairments of the Covered Product or aesthetic defects in the housing or visible components, either as delivered or as may arise in the course of normal wear and tear.
- (c) The Factory Limited Warranty does not cover damages that occur due to:
- Transport damage;
 - Installation or commissioning by any person who is not an Authorized, Certified Dealer or Authorized, Certified Installer;
 - Negligent, reckless, or willful conduct on the part of an owner, Authorized, Certified Dealer or Authorized, Certified Installer, or any other third party;
 - Failure to observe the user manual, maintenance regulations and intervals;
 - Modifications, changes, or attempted repairs, except as conducted by sonnen itself or by an Authorized, Certified Dealer or Authorized, Certified Installer under a Warranty Labor Ticket;
 - Incorrect use or inappropriate operation, storage, commissioning, or modification of the Covered Products;

- Impact of foreign bodies or external influences such as overvoltage in the supply voltage network to which the product covered by the guarantee is connected, damage caused by flooding or other natural hazards, animal damage and other external influences for which sonnen is not responsible and damage occurring as a result;
 - Insufficient ventilation of the Covered Product;
 - Failure to observe the applicable safety regulations;
 - Lightning, extreme wind, flood, earthquake, fire, extreme cold/hot weather, extreme grid power surges, war, terrorism, cyber-terrorism, acts of utilities, CCAs, or other local electrical providers or ISOs, or other events outside the reasonable control of sonnen, Inc.;
 - Force majeure, including but not limited to the events listed above;
 - Acts of God or theft.
- (d) This Factory Limited Warranty does not cover cosmetic defects that do not directly influence energy production, or degrade form, fit, and function, nor does it cover noise or vibration that is not excessive or uncharacteristic and does not impact the performance of the Covered Products.
- (e) This Factory Limited Warranty does not cover any damage caused directly or indirectly by or during the opening, modification, repair, processing, replacement, or installation of any Covered Product or product part, or any other work has been performed in relation to or that affects any Product, by a non-certified or otherwise unauthorized person. Claims that go beyond the scope of this Factory Limited Warranty, including but not limited to (i) claims for compensation for direct or indirect damages arising from the defective device, (ii) claims for compensation for costs arising from disassembly and installation, or (iii) claims for loss of profits, are expressly NOT covered by this Factory Limited Warranty.
- (f) sonnen shall not be liable for operational interruptions caused by loads that exceed the technical specification of the Covered Product, whether caused by addition of loads beyond the recommended amount or by faulty or old equipment on the load side that exceeds the inrush current capacity of the Covered Product. Such interruptions shall not give rise to claims under this Factory Limited Warranty, shall not be considered defects in the Covered Products, and in no event shall contribute to a claim for reimbursement under this Factory Limited Warranty
- (g) In no event will sonnen, Inc. be held responsible or liable for any personal injuries arising out of or connected with the use or misuse of the Covered Product, or for any other damages, whether direct, indirect, punitive, incidental, or consequential; even if sonnen, Inc.

has been advised of such damages.

- (h) As set forth above, any removal, relocation, or reinstallation is completely within the discretion of sonnen. This limited warranty does not cover any problem that is caused by conditions, malfunctions or damage resulting from installation of the Covered Product in an improper location. If sonnen determines that removal, relocation, or reinstallation of the Covered Product would enhance the performance of the unit, sonnen may recommend that the customer do so at the customer's own expense.

2. Internet Connectivity.

As an express condition of sonnen, Inc.'s obligations under this Factory Limited Warranty, sonnen, Inc. requires continuous online access to the Covered Product via internet connection. The online connection of the warranty-authorized product enables sonnen to detect processing procedures that deviate from the norm, technical malfunctions or system downtimes. As far as possible, any faults detected will be rectified by remote connection. This Factory Limited Warranty requires that the Covered Product will be properly connected to the internet through your internet provider and expressly excludes any defects resulting from acts or omissions that prevent sonnen, Inc. from accessing the Covered Product online as may be required for software upload or performance data download. Damage caused by failure to meet this condition is not covered under this Factory Limited Warranty, and may cause the Customer to incur additional labor costs to update the Products. The technical requirements necessary for online access to the warranty-authorized product must be provided by the at their own expense and maintained during the Warranty Period. The required broadband Internet connection should have a download speed of at least 16 MBit/s and an upload speed of at least 1 MBit/s.

3. Installation Requirements.

sonnen, Inc. asks that installation of any sonnen product be performed by an authorized, Certified sonnen dealer or authorized, Certified sonnen installer. The following conditions and certifications should be met:

- (a) Prior to installation, system design must be performed by a sonnen Certified System Designer with load matched to the technical specifications of the Covered Product;
- (b) Installation must be performed by or under the direct on-site supervision of a sonnen Certified Installer; and
- (c) Contractor selling the sonnen Unit to the end-user customer must be both sonnen Certified (design and installation) as well as Authorized. Furthermore, the sonnen Unit must

have been sourced, by the Authorized and Certified Contractor, from either an Authorized sonnen Wholesaler or from sonnen, Inc. directly.

Failure to meet these conditions may cause substantial damage to both the Products and connected systems that is not covered under this Factory Limited Warranty. sonnen's obligations under this Factory Limited Warranty do not extend to damage caused during installation and repairs by non-Certified and/or unauthorized parties.

4. Modifications and Waivers.

No person or entity, including a sonnen employee or authorized representative, can modify or waive any part of this Factory Limited Warranty. sonnen may occasionally offer to pay some or all of the cost of certain repairs that are not covered by this Factory Limited Warranty, either for specific Covered Products or on an ad hoc, case-by-case basis. sonnen reserves the right to do the above at any time without incurring any obligation to make a similar payment to other owners.

VI. General.

1. Miscellaneous.

This Factory Limited Warranty and the terms contained herein supersede all statements contained in any and all user manuals, installation manuals, other equipment literature or catalogs, or orally with respect to any product or performance warranty for Covered Products.

This Factory Limited Warranty does not and should not be construed to grant any intellectual property rights of any kind, nor does it grant any warranty, guaranty, or indemnification for or against any intellectual property claims of third parties.

This Limited Warranty gives you specific legal rights. You may also have other legal rights, which vary from state to state. For example, some states do not allow limitations on how long an implied warranty lasts, meaning the limitations in the “Limitations and Disclaimer” section above may not apply to you. The terms of this Limited Warranty will apply to the extent permitted by applicable law. For a full description of your legal rights you should refer to the laws applicable in your jurisdiction.

2. Arbitration.

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM SONNEN, INC. For any dispute with sonnen, Inc. in connection with this Factory Limited Warranty, you agree to first contact us at service@sonnen-batterie.com and attempt to resolve the dispute with us informally. If the dispute has not been resolved after 90 days, we each agree to resolve such dispute through binding arbitration under the Optional Expedited Arbitration Procedures then in effect for the Judicial Arbitration and Mediation Services ("JAMS"). JAMS may be contacted at www.jamsadr.com. The existence, content and result of the arbitration shall be held in confidence by all participants. The arbitration will be conducted by a single arbitrator selected by agreement of the Parties or, failing such agreement, appointed in accordance with the JAMS rules. The arbitration shall be conducted in English and in Atlanta, Georgia. If you are using the Covered Products for commercial purposes, each Party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in their discretion, award reasonable costs and fees to the prevailing Party. If you are an individual using the Covered Products for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing sonnen, Inc. from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property rights or other proprietary rights.

3. Class Action/Jury Trial Waiver.

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE PRODUCT FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT YOU AND SONNEN ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

4. Intellectual Property.

sonnen shall remain the owner of all copyrights and exploitation rights and other intellectual property rights in and to the plans, design drawings, presentations and all illustrations, drawings, records, construction and circuit diagrams and other documents, whether in written or electronic form, which were made by sonnen and provided to the Customer in the course of fulfilment of the order. They may not be made accessible to third parties or utilized by the Customer without sonnen's approval. At sonnen's request, they must be returned with the assurance that no copies have been made. The Customer is liable for any use of the information in his possession that is contrary to these conditions. With regard to the software included in the scope of delivery as well as updates, upgrades and extensions supplied for this purpose, the Customer is granted a non-exclusive, non-transferable right to use the software supplied, 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. The right of use applies exclusively in relation to the delivery item with which the software is supplied. The Customer is not permitted to use the software in isolation or in conjunction with other devices and products. The Customer is not permitted any further use, in particular the modification, processing, duplication, translation of the software or the conversion of object code into source code. The restriction of use also includes access by the Customer at system level for the purpose of changing factory-set parameters, functions and restrictions of use, insofar as these restrictions do not affect warranted characteristics of the Warranty Claimant Product based on the agreements made.

5. Electronic Communication.

The Customer consents to electronic communication regarding claims under the Factory Limited Warranty to the extent permitted by law. The Customer shall receive messages and information to be transmitted in connection with the performance of the Factory Limited Warranty at the e-mail address provided by the Customer when the Covered Product was commissioned, or at any e-mail address used by the Customer in contacting sonnen, Inc., and/or by way of sonnen's online product application and/or Customer portal when reasonable given the pattern of communications with the Customer.