SWELECT ENERGY SYSTEMS LIMITED

ENERGY STORAGE BATTERY LIMITED WARRANTY

TERMS AND CONDITIONS

(*Ten (10) Year Limited Warranty – Five (5) Years Standard Warranty and Five (5) Years Extended Warranty on Battery Cells*)

These terms and conditions (the "**Warranty**") govern the limited warranty given by SWELECT Energy Systems Limited (the "**Company**") in respect of energy storage batteries, being stationary lithium-ion battery energy storage units for storing electrical energy, including the battery cells, battery modules, the battery management system ("**BMS**") and accessory components (each, an "**Energy Storage Battery**" or the "**Product**"), manufactured and/or supplied by the Company, and shall apply subject to the terms and conditions set out below. By purchasing the Product, the end customer is deemed to have accepted this Warranty. This Warranty comprises published warranty terms that apply to all Products and are made available on the Company's website; it is not an agreement signed with, or a certificate issued to, individual Customers.

1. SCOPE AND APPLICABILITY

1.1 This Warranty applies to Energy Storage Batteries manufactured and/or supplied by the Company and purchased from the Company or its authorised dealer or reseller (an "**Authorised Dealer**" or "**Dealer**"). It governs the rights and obligations of end customers (each, a "**Customer**"), Authorised Dealers and the Company with respect to warranty claims, service and logistics. This Warranty applies only to the residential (including light commercial, as described in Clause 1.3) Energy Storage Battery models, capacities and configurations listed in Clause 13, which states for each model its model number, nominal capacity, usable capacity, cell chemistry and covered components. This Warranty does not apply to commercial and industrial (C&I) or utility-scale battery energy storage systems, or to any Product installed as part of such a system, unless the Company has expressly agreed in writing to extend this Warranty to that Product.

1.2 This Warranty applies only to Products purchased and installed within India, or such other territory as the Company may specify in writing from time to time (the "**Territory**").

1.3 The Product is designed for domestic and light commercial use only. "Light commercial" means a semi-domestic or small commercial environment, such as small shops, hair salons, small offices and similar premises.

1.4 This Warranty is effective from the date of its publication on the Company's website (the "**Effective Date**"), applies to all Products purchased on or after the Effective Date and, subject to applicable law, supersedes any prior verbal or written representations on warranty made by any person other than an authorised representative of the Company.

1.5 **Important:** The Customer's attention is specifically drawn to the conditions, exclusions and limitations in Clauses 2.7 to 2.12, the charges payable by the Customer under Clauses 2.4, 3.5 and 3.6 and the Service Rate Card, the remedies in Clause 7 and the limitation of liability in Clause 9. These provisions apply only to the extent permitted by applicable law, including the Consumer Protection Act, 2019, and nothing in this Warranty affects the Customer's statutory rights.

2. WARRANTY COVERAGE AND PERIOD

2.1 Warranty Period

The Product shall carry the following warranty periods, each calculated from the warranty commencement date under Clause 2.3:

Component / Item	Warranty Period	Remarks
Battery Cells (Years 1 to 5)	5 Years (Standard Warranty)	Repair or replacement free of material and labour charges, subject to the cycle limit
Battery Cells (Years 6 to 10)	5 Years (Extended Warranty)	Replacement of defective cells free of charge; labour charges payable by Customer (Clause 2.4)
Battery Cells – Cycle Limit	6,000 cycles or the cumulative energy throughput limit in Annexure A	Cell warranty ends on expiry of 10 years, on reaching 6,000 cycles or on reaching the cumulative energy throughput limit in Annexure A, whichever occurs first
Battery Modules (module enclosure, cell interconnections and module-level electronics)	5 Years	Manufacturing defects only; cells within the module are covered as Battery Cells above
Battery Management System (BMS), including BMS firmware	5 Years	Manufacturing defects only; Standard Warranty Period only. Not covered in the Extended Warranty Period (Clause 2.4(c))
Energy Storage Battery – other components (enclosure, internal wiring, busbars)	5 Years	Physical damage excluded
Accessories, Tool Kits, Cables and Fixings	Nil	Consumable items

2.2 Cycles

A "**cycle**" means one full equivalent charge-discharge cycle, being a cumulative discharge of energy equal to the rated usable capacity of the Product, as recorded by the BMS. The cycle count recorded by the BMS shall be conclusive, save in case of manifest error or a fault in the BMS. Replacement of a BMS shall not reset the Product's accumulated cycle count or operating history. Where electronic logs are unavailable due to BMS failure, the Company shall use other reasonably available evidence to assess the claim, including the installation date, inverter and monitoring records and service records. References in this Warranty to the "**cycle limit**" mean 6,000 cycles or the cumulative energy throughput limit specified in Annexure A, whichever is reached first.

2.3 Commencement of Warranty

The warranty period shall commence from the date of installation as confirmed in the Warranty Registration Form, where the Product is registered within the period specified in Clause 6.1. Where the Product is not so registered, the warranty period shall commence from the date of the purchase invoice issued for the Product by the Company, the Authorised Dealer or other supplier, where the Customer produces that invoice, failing which from the date of manufacture of the Product, as shown on the Product label or in the Company's records. The Standard Warranty Period shall commence on the warranty commencement date determined under this Clause 2.3, and the Extended Warranty Period shall commence on the day immediately following the expiry of the Standard Warranty Period.

2.4 Extended Warranty on Battery Cells

On expiry of the first five (5) years of the warranty period (the "**Standard Warranty Period**"), and until the expiry of the tenth (10th) year or until the cycle limit is reached, whichever occurs first (the "**Extended Warranty Period**"), any battery cell found defective shall be replaced free of charge. The Extended Warranty is included in the price of the Product as part of the ten (10) year limited warranty; it is not an optional or separately paid warranty, and no separate activation is required beyond registration of the Product under Clause 6 (failing which Clause 6.2 shall apply). During the Extended Warranty Period:

(a) labour charges for removal, cell replacement and re-installation, and the cost of any site visit, shall be borne by the Customer;

(b) logistics costs in both directions shall be borne by the Customer or the Dealer in accordance with Clause 3.2;

(c) the BMS, module enclosure and all other components of the Product are not covered, and any replacement BMS or other component required during the Extended Warranty Period may be supplied by the Company at the charges set out in the Service Rate Card;

(d) all charges payable by the Customer during the Extended Warranty Period, including labour, service visits, transportation and replacement components not covered by this Warranty, shall be as set out in the service rate card in Annexure B, as revised by the Company and published on its website from time to time, in the version in force on the date of the service (the "**Service Rate Card**"); and

(e) the Company shall provide the Customer with a written estimate of the applicable charges before carrying out any chargeable work, and shall not carry out such work without the Customer's prior acceptance of that estimate.

2.5 Capacity Retention

The Product shall retain at least [●] per cent ([●]%) of its specified usable capacity, as stated for the relevant model in Clause 13, at the end of the applicable warranty period or on reaching the cycle limit, whichever occurs first, subject to the operating conditions and energy-throughput limits stated in Annexure A. Capacity shall be measured using the Company's approved test procedure under the temperature, C-rate, charge/discharge and state of charge ("**SOC**") conditions specified in Part C of Annexure A. BMS-estimated State of Health ("**SOH**") alone shall not constitute conclusive proof of capacity. Where the measured usable capacity falls below the guaranteed level within the warranty period and the cycle limit, the Product shall be treated as defective and the Company shall, as technically appropriate, repair or replace the defective cell, module or complete battery pack. Any reduction in capacity above the guaranteed level is normal degradation and is not a defect.

2.6 Coverage

The Warranty covers the following defects arising under normal operating conditions:

(a) manufacturing defects in materials and workmanship;

(b) premature failure of battery cells or modules not caused by external factors;

(c) failure of the BMS, including its cell monitoring, balancing, protection and communication functions, under rated operating conditions;

(d) BMS firmware faults causing operational malfunction; and

(e) reduction in usable capacity below the level set out in Clause 2.5.

2.7 Conditions of Warranty

The Warranty shall apply only where:

(a) the Product is purchased from the Company or an Authorised Dealer;

(b) the Product bears the original Company serial number;

(c) the Product is installed and used in the Territory;

(d) the Product is installed and commissioned by the Company or a Company-certified installer, in accordance with the installation manual, the installation requirements in Clause 2.10 and applicable regulatory and industry standards;

(e) the Product is used for domestic or light commercial purposes in accordance with Clause 1.3;

(f) the Product is operated, maintained and serviced in accordance with the installation manual, user manual and product datasheet (the "**Product Instructions**"), only by the Company or its authorised agents, and records of such maintenance and service are maintained and produced at the time of claim; and

(g) the Product has not been moved, re-installed or transferred from its original place of installation without the prior written authorisation of the Company.

2.8 Exclusions

The Warranty shall not apply to the following, or to any defect, failure or damage to the extent caused by or attributable to any of the following, as determined by the Company on inspection, acting reasonably and in good faith:

(a) physical damage caused by accident, mishandling, dropping, trampling, deforming, impact or contact with sharp objects;

(b) fire, flood, lightning, extreme weather, natural disaster or other events beyond the Company's reasonable control;

(c) storage, installation, commissioning, modification or repair of the Product by any person other than the Company or a Company-certified installer;

(d) use of the Product with any inverter, charger or other equipment that is not approved by the Company or is not compatible with the Product;

(e) connection of the Product with battery modules or batteries of another manufacturer, or of a different model, not approved by the Company;

(f) use, storage or operation of the Product outside the ambient temperature, humidity and other operating conditions specified in the Product Instructions, or otherwise in an improper or negligent manner contrary to the Product Instructions;

(g) any unauthorised attempt, by physical means, programming or otherwise, to alter the BMS settings or to extend or reduce the life of the Product;

(h) exposure of the Product to water, conductive dust or corrosive gases;

(i) removal, shifting or re-installation of the Product at another location without the prior written authorisation of the Company;

(j) normal degradation of cell capacity within the limit set out in Clause 2.5;

(k) theft or loss of the Product or any of its components;

(l) cosmetic deterioration, superficial defects, scratches, dents or marks not affecting performance;

(m) Products with missing, altered, defaced or illegible serial numbers, or where the serial number is not provided at the time of claim, where the Product cannot otherwise be identified and verified from the Company's records;

(n) use of the Product to supply or run life-sustaining medical devices, or for any purpose other than domestic or light commercial use;

(o) accessories, tool kits and consumable items, including fixings, glues, cables and ductings;

(p) claims made after expiry of the warranty period or after the cycle limit has been reached;

(q) failure to comply with the installation requirements in Clause 2.10, including damage caused by inadequate earthing or surge protection, inadequate ventilation, exposure to direct sunlight or rain, or ingress of rodents, insects or other pests;

(r) operation of the Product outside the operating limits in Annexure A, to the extent provided in Clause 2.11; and

(s) damage caused by prolonged over-discharge, to the extent provided in Clause 2.12.

2.9 Tampering

Any opening of the battery enclosure, tampering with the product seal, cells, BMS or BMS firmware, or adjustment of the Product by any person, without the prior written authorisation of the Company, shall void the Warranty in respect of any defect or damage caused by or attributable to such tampering or adjustment.

2.10 Installation Requirements

Without limiting Clause 2.7(d), the Product shall be installed and maintained in accordance with the Product Instructions and the following requirements:

(a) earthing of the Product and the connected inverter in accordance with the Product Instructions and applicable electrical safety regulations and standards;

(b) surge protection devices of the type and rating specified in the Product Instructions on the relevant AC and DC circuits;

(c) adequate ventilation and the minimum clearances specified in the Product Instructions, in a location free from flammable materials;

(d) protection from direct sunlight, rain and water ingress, consistent with the ingress protection rating and installation location specified in the Product Instructions;

(e) protection against ingress of rodents, insects and other pests, including sealing of cable entries and openings; and

(f) connection only to an inverter model and firmware version listed in the Company's approved inverter list for the Product, as published on the Company's website and in force on the date of installation, or as otherwise approved by the Company in writing.

2.11 Operating Limits

The Product shall be operated within the operating limits set out in Part A of Annexure A, including the maximum charge and discharge C-rate, depth of discharge, permitted SOC window, annual cycle limit, cumulative energy throughput, ambient temperature range and approved inverter configurations. Warranty eligibility where a limit is exceeded shall be determined by the Company, acting reasonably and in good faith, on the basis of the BMS log data and other reasonably available evidence, as follows:

(a) on the cumulative energy throughput limit being reached, the warranty for the battery cells shall end, in accordance with Clauses 2.1 and 2.4;

(b) where the annual cycle limit is exceeded in any warranty year, the capacity retention guarantee in Clause 2.5 shall not apply, but the Warranty shall otherwise continue to apply to defects in materials and workmanship;

(c) where any other limit is exceeded, the Warranty shall not apply to any defect, failure or damage to the extent caused by or attributable to the operation outside that limit; and

(d) an isolated or momentary exceedance recorded by the BMS that did not cause or contribute to the defect shall not by itself affect the Warranty.

2.12 Deep Discharge and Storage

Warranty coverage may be excluded for damage directly caused by prolonged over-discharge resulting from failure to recharge or maintain the battery in accordance with the Product Instructions. In particular:

(a) the Dealer shall not store a Product for longer than the maximum storage period specified in Part B of Annexure A before installation, and shall store it at the storage SOC and in the storage conditions specified in that Part;

(b) the Dealer (before installation) and the Customer (where the Product is installed but not in regular use) shall check the SOC of the Product at the intervals specified in Part B of Annexure A and carry out top-up charging in accordance with that Part;

(c) ordinary grid outages, or a failure of the inverter or other connected equipment, shall not by themselves invalidate the Warranty, and the exclusion in this Clause 2.12 shall apply only where they directly cause damage by prolonged over-discharge resulting from a failure to recharge or maintain the Product as required by the Product Instructions; and

(d) the Company shall determine the cause of any deep-discharge damage, acting reasonably and in good faith, on the basis of the BMS log data, the Dealer's storage and SOC-check records and other reasonably available evidence. A failure by the Dealer to comply with paragraph (a) or (b) shall be treated as improper handling by the Dealer for the purposes of Clause 4.5.

3. WARRANTY SERVICE, PICK-UP FACILITY AND FIELD SERVICE

3.1 Pick-Up Facility

During the Standard Warranty Period, the Company provides a one-side pick-up facility for all valid warranty claims. Under this facility, the Company shall arrange and bear the cost of logistics from the Dealer's premises (at serviceable locations within India notified by the Company from time to time) to the Company's authorised Service Centre. Responsibility for, and the cost of, site inspection, de-installation, packing, collection, transportation, transit insurance, repair and re-installation are allocated in Clauses 3.5 and 3.6. Under this facility:

(a) the Company shall arrange courier or logistics from the Dealer's location to the Service Centre;

(b) return shipping from the Service Centre to the Dealer shall be at the cost of the Dealer or Customer;

(c) packing of the defective Product for dispatch shall be entirely within the Dealer's scope;

(d) the defective Product shall be handed over to the Company's logistics partner at the Dealer's premises; and

(e) pick-up shall be scheduled within three (3) to five (5) working days of claim approval.

3.2 Extended Warranty Period

The pick-up facility shall not be available during the Extended Warranty Period. Logistics costs in both directions, and labour charges under Clause 2.4, shall be borne by the Dealer or the Customer.

3.3 Eligibility for Pick-Up Facility

The one-side pick-up facility shall be available only when all the following conditions are met:

(a) the warranty claim has been registered and approved through the official warranty claim process under Clause 5;

(b) the Product is within the Standard Warranty Period;

(c) the defect falls within the coverage set out in Clause 2.6;

(d) the Product serial number is valid and traceable in the Company's database;

(e) the Dealer has completed all required documentation prior to scheduling of the pick-up; and

(f) the Product is in a safe condition for transport and is not a damaged or unsafe battery under Clause 4.3.

3.4 Pick-Up Procedure

Warranty pick-ups shall follow the procedure set out below:

Step	Action By	Description
1	Dealer / Customer	Log the warranty complaint via the Company portal, email or helpline, providing the invoice, serial number, BMS log data and fault description.
2	Company / Service Team	Verify claim eligibility within [•] working days and issue a Warranty Claim Approval (WCA) number.
3	Dealer	Pack the defective Product securely in accordance with Clause 4 and the Dealer Service Policy and affix the WCA number on the outer box.
4	Company / Logistics Partner	Schedule pick-up within [•] to [•]working days of WCA issuance. The logistics partner collects the Product from the Dealer's premises.
5	Service Centre	Receive and diagnose the Product within [•]working days of receipt, and complete the repair or dispatch the replacement within [•] to [•]working days of receipt.
6	Dealer / Customer	The repaired or replacement Product is dispatched back at the Dealer's or Customer's cost. The Dealer arranges inward delivery.
7	Dealer / authorised service provider	Re-install and re-commission the Product at the Customer's site, with costs borne in accordance with Clause 3.6.

Where the Company elects on-site repair or module swap under Clause 3.7, Steps 3 to 6 above shall be replaced by the on-site service procedure in that Clause.

3.5 Logistics Costs

For valid warranty claims, logistics and transit insurance costs shall be borne as follows:

Movement	Cost Borne By	Remarks
Dealer to Company Service Centre (outward) – Standard Warranty Period	Company	One-side pick-up facility
Company Service Centre to Dealer (return)	Dealer / Customer	Dealer arranges or pays for return freight
Both directions – Extended Warranty Period	Dealer / Customer	Clause 3.2
Packing material and labour (at Dealer end)	Dealer	Mandatory Dealer responsibility
Insurance during outward transit – Standard Warranty Period	Company	Covered by the Company's logistics partner
Insurance during return transit	Dealer / Customer	Dealer advised to insure the return shipment
Insurance in both directions – Extended Warranty Period	Dealer / Customer	Clause 3.2

Where a claim is found not to be valid, or the Product is found to have no fault, all costs of site inspection, de-installation, packing, logistics, transit insurance, testing and re-installation shall be borne by the Customer or the Dealer in accordance with the Service Rate Card, and the Company shall inform the Customer of such costs in writing.

3.6 Site Service Responsibilities

For valid warranty claims, responsibility for, and the cost of, each warranty service activity shall be allocated as follows:

Activity	Performed By	Standard Warranty Period	Extended Warranty Period
Remote and telephonic diagnosis	Company	No charge	No charge
Site inspection	Dealer or Company-authorised service provider	No charge to Customer	Customer, per Service Rate Card
De-installation and disconnection	Dealer or Company-authorised service provider	No charge to Customer	Customer, per Service Rate Card
Packing (Clause 4)	Dealer	Dealer	Dealer
Transport between Customer site and Dealer premises	Dealer	No charge to Customer	Dealer / Customer
Collection and outward transport to Service Centre	Company / logistics partner	Company	Dealer / Customer
Outward transit insurance	Company / logistics partner	Company	Dealer / Customer
Diagnosis and repair or replacement at Service Centre	Company	Company (material and labour)	Cells: Company; labour and other components: Customer, per Service Rate Card
Return transport and return transit insurance	Dealer / Customer	Dealer / Customer	Dealer / Customer
Re-installation and re-commissioning	Dealer or Company-authorised service provider	No charge to Customer	Customer, per Service Rate Card
On-site repair or module swap (Clause 3.7)	Company or Company-authorised service provider	Company	Cells: Company; labour, site visit and other components: Customer, per Service Rate Card

3.7 On-Site Repair and Module Swap

Where the Product is wall-mounted, floor-mounted, rack-mounted or otherwise fixed, or its weight or configuration makes de-installation and transport impractical or unsafe, the Company may, acting reasonably, elect to carry out the repair at the Customer's site instead of under Clause 3.4. In that case:

(a) the Company or its authorised service provider shall attend the site within the timeline in Clause 5.5, diagnose the fault and, where appropriate, replace the defective module, BMS or other component on site (module swap);

(b) the replaced module or component shall be returned to the Service Centre by the Company or its authorised service provider, and the replacement shall comply with Clause 7.2;

(c) the Company shall carry out the balancing, configuration and safety checks required under Clause 7.2 before returning the Product to service; and

(d) costs shall be borne in accordance with Clause 3.6.

3.8 Standby Battery

The Company does not provide a standby, loaner or substitute battery for use while the Product is under inspection, repair or replacement, unless the Company expressly offers one in writing in respect of a particular claim, in which case the terms of that offer shall apply.

4. PACKING AND TRANSPORT RESPONSIBILITY OF THE DEALER

4.1 Dealer's Packing Obligation

The packing of the defective Product for dispatch under warranty shall be entirely the responsibility of the Authorised Dealer. Energy Storage Batteries, being lithium-ion batteries, are classified as dangerous goods for transport, and the Dealer shall comply with the packing, labelling and handling instructions issued by the Company or its logistics partner and with applicable transport regulations. The Company shall not be liable for any transit damage occurring due to improper, inadequate or negligent packing by the Dealer, as recorded in the pick-up inspection report referred to in Clause 4.4. Detailed packing, labelling and handling obligations of Authorised Dealers are set out in the Company's dealer service policy, as issued and updated from time to time (the "**Dealer Service Policy**").

Any transit damage shown, on the basis of the pick-up inspection record, to have resulted from improper packing by the Dealer shall be the responsibility of the Dealer and not of the Company. Subject to the Dealer Agreement, the Dealer shall be liable for the repair or replacement costs arising from such damage. Such damage shall not prejudice the Customer's warranty claim, as provided in Clause 4.5.

4.2 Packing Standards

The Dealer shall pack the Product, before handing it over to the Company's logistics partner, in accordance with the minimum packing, labelling and handling standards set out in the Dealer Service Policy and applicable transport regulations for lithium-ion batteries.

4.3 Damaged or Unsafe Batteries

Where the Energy Storage Battery is swollen, leaking, smoking, emitting an odour, abnormally hot or visibly damaged, the Dealer shall not pack or dispatch it. The Dealer shall disconnect the Product if it is safe to do so, keep it isolated in a well-ventilated area away from combustible materials, and inform the Company immediately. The Company shall advise on handling and arrange collection or on-site inspection, as appropriate.

4.4 Dealer's Liability for Packing

The Dealer acknowledges and accepts that:

(a) the Company's logistics partner shall inspect the outer condition of the packing at the time of pick-up and record its condition, with photographs, in a pick-up inspection report countersigned by the Dealer;

(b) where the packing is found to be grossly inadequate or non-compliant with Clause 4.2 or the Dealer Service Policy, the logistics partner may refuse to collect the shipment;

(c) the Company may recover from the Dealer the cost of repairing or replacing a Product that arrives in a damaged condition due to poor packing by the Dealer, as evidenced by the pick-up inspection report and the Company's inspection findings. The Company shall communicate the basis of such recovery in writing to the Dealer, who may contest the recovery within seven (7) days of such notice; and

(d) the cost of any re-packing arranged by the Company (if required, at the Company's discretion) shall be charged back to the Dealer upon prior written intimation of the estimated cost.

4.5 Protection of Customer Claims

A Customer's warranty claim shall not be rejected solely because of improper packaging or handling by a Dealer or an authorised service provider, where such failure was not attributable to the Customer. The Company may pursue recovery from the responsible Dealer separately.

5. WARRANTY CLAIM PROCESS

5.1 Claim Initiation

All warranty claims shall be initiated through one of the following official channels:

(a) Online Portal: www.swelectes.com (available 24 hours a day, 7 days a week);

(b) Email: [●] (acknowledgement within one (1) working day);

(c) Customer Helpline: [Toll-Free Number] (Monday to Saturday, 9:00 AM to 6:00 PM); or

(d) the Authorised Dealer's Service Desk.

5.2 Documents Required

Every warranty claim shall be supported by the following documents:

(a) original Purchase Invoice bearing the dealer's stamp and date;

(b) Registration Number, where the Product has been registered;

(c) Product Serial Number (found on the Product label or carton) and initial installation date;

(d) BMS log data, including cycle count, state of health or usable capacity, and fault or alarm records;

(e) records of maintenance and service carried out on the Product;

(f) clear photographs of the defective Product showing the fault and the serial number label;

(g) completed Warranty Claim Form (available on the portal or at the dealer desk); and

(h) Fault Description Report prepared by a qualified technician, where applicable.

Personal data submitted in connection with a warranty registration or claim shall be processed in accordance with the Company's Privacy Policy and applicable data protection law, including the Digital Personal Data Protection Act, 2023.

5.3 Verification

The Company shall lead the technical investigation and root-cause analysis of each claim, through its service team or an authorised service provider, and shall not require the Customer to carry out root-cause testing. The Customer and the Dealer shall provide reasonable access to the Product and its installation, the BMS log data and the information listed in Clause 5.2, as reasonably requested by the Company. Final verification of the claim shall be made by the Company, acting reasonably and in good faith, subject to Clause 5.4. The Company may reject a claim where information or access reasonably required to assess it is not provided within a reasonable time after a written request, and shall communicate the reasons for any rejection in writing.

5.4 Independent Testing

If the Customer disputes the Company's determination of a claim, the following shall apply:

(a) the Customer may, within thirty (30) days of receiving the Company's written determination, request independent testing by written notice to the Company;

(b) the testing shall be carried out by a testing laboratory accredited by the National Accreditation Board for Testing and Calibration Laboratories (NABL) for the relevant tests, selected by mutual agreement from a list of not fewer than three (3) such laboratories proposed by the Company within seven (7) days of the Customer's notice; failing agreement within seven (7) days of the list being provided, the Customer may select any laboratory from that list;

(c) the laboratory shall test the Product in accordance with the test procedure and test conditions in Part C of Annexure A and any applicable Indian standard, and the Company and the Customer (or their representatives) may attend the testing;

(d) the Company shall arrange delivery of the Product to the laboratory within fifteen (15) working days of the selection of the laboratory, and the laboratory shall be requested to issue its report within thirty (30) days of receipt of the Product;

(e) the testing charges and associated logistics costs shall be borne by the Customer, unless the claim is found to be valid, in which case the Company shall bear (or reimburse to the Customer) all such charges and costs; and

(f) where the laboratory's results conflict with the Company's test results or the BMS data, the laboratory's report shall prevail on the matters tested and shall be binding on the Company and the Customer for the purposes of the claim, save for manifest error, without prejudice to the Customer's rights under Clause 11.

5.5 Claim Processing Timelines

Warranty claims shall be processed within the following indicative timelines:

Activity	Timeline
Claim acknowledgement	Within [•]working day of submission
Claim verification and approval / rejection	Within [•]working days
Joint battery / inverter diagnosis (Clause 5.6), where applicable	Within [•] working days of claim approval
Pick-up scheduling (if approved)	Within [•]to [•]working days of approval
Site inspection or on-site service visit (Clauses 3.6 and 3.7), where applicable	Within [•]working days of approval, at serviceable locations
Diagnosis at Service Centre	Within [•]working days of receipt of Product
Repair completion / replacement dispatch	Within [•] to [•] working days of receipt of Product
Total turnaround time (estimated)	[•]to [•]working days from claim approval, excluding transit time

The timelines in this Clause 5.5 and in Clause 3.4 are indicative estimates only. They are subject to the availability of spare parts and replacement cells, completeness of documentation, any root-cause analysis or independent testing under Clauses 5.3 and 5.4, the location of the Dealer and events beyond the Company's reasonable control, and the Company shall not be liable for any delay in meeting them except to the extent required by applicable law. Charges payable in connection with any of the above activities shall be determined solely in accordance with Clauses 2.4, 3.5 and 3.6 and the Service Rate Card.

5.6 Battery and Inverter Faults

Where the root cause of a fault may lie in either the Product or the connected inverter, the Company shall coordinate a joint diagnosis with the Dealer and the inverter manufacturer or its authorised service provider (or, where the inverter is supplied by the Company, its own service team), using the BMS log data, inverter logs and a site inspection where required. The Customer shall not be required to pursue the battery and inverter manufacturers separately for the purpose of the diagnosis. Where the root cause is found to lie in the Product, the claim shall be processed under this Warranty; where it is found to lie solely in the inverter or other third-party equipment, the claim shall not be covered under this Warranty, and site inspection and diagnosis charges may be levied in accordance with Clause 3.5 and the Service Rate Card.

5.7 Claims where the Dealer is Unavailable

If the Dealer through which the Product was purchased has ceased to operate, has ceased to be an Authorised Dealer or fails to respond to the Customer within five (5) working days, the Customer may submit the claim directly to the Company through the channels in Clause 5.1. The Company shall then process the claim and shall carry out, or arrange for another Authorised Dealer or authorised service provider to carry out, the Dealer's functions under Clauses 3 and 4 in respect of that claim, and the Customer shall bear only those costs that this Warranty allocates to the Customer.

6. WARRANTY REGISTRATION

6.1 Warranty registration is required for the efficient processing of warranty service. The Product shall be registered by submitting the Company's warranty registration form (the "**Warranty Registration Form**") within thirty (30) days of installation through any of the following:

(a) online at www.swelectes.com;

(b) the Authorised Dealer at the time of installation; or

(c) the Company's Customer Care helpline.

6.2 Failure to register the Product within the stipulated period shall result in the warranty period commencing from the date of the purchase invoice issued by the Company, the Authorised Dealer or other supplier, if produced by the Customer, failing which from the date of manufacture of the Product, in accordance with Clause 2.3, and shall not otherwise affect the validity of the Warranty. Where the Product is not registered, the Extended Warranty shall continue to apply in accordance with Clause 2.4, calculated from the warranty commencement date so determined.

6.3 On registration, the Company shall issue an acknowledgement bearing a unique warranty registration number (the "**Registration Number**"), which shall be quoted in any warranty claim. No individual warranty certificate shall be issued; these published terms constitute the Warranty for all Products.

6.4 This Warranty shall transfer, for the unexpired warranty period, to a subsequent owner of the property at which the Product is installed, provided that the Product remains at its original place of installation (or has been relocated with the Company's prior written authorisation under Clause 2.7(g)). The subsequent owner shall register the transfer within [•] days of acquiring the property by submitting to the Company, through any channel in Clause 6.1, a transfer request quoting the Registration Number, together with proof of ownership or occupation of the property, and the Company shall then update its registration records accordingly. Transfer shall not extend the warranty period. Failure to register a transfer shall not by itself invalidate the Warranty, but the subsequent owner shall provide proof of ownership or occupation at the time of any claim.

7. REPAIR AND REPLACEMENT

7.1 Repair or Replacement

The Company's default resolution under warranty shall be repair of the defective Product, including by replacement of defective cells, modules or the BMS. Repair may be carried out at the Service Centre under Clause 3.4 or on site under Clause 3.7, as the Company determines to be technically appropriate. During the Standard Warranty Period, repair or replacement shall be free of material and labour charges; during the Extended Warranty Period, Clause 2.4 shall apply. Replacement of the complete Product shall be considered only where:

(a) the Product cannot be repaired due to non-availability of spare parts or replacement cells;

(b) the repair cost, as assessed by the Company's technical team acting reasonably and in good faith, exceeds seventy per cent (70%) of the Product's Current Market Value (as defined in Clause 7.5);

(c) the Product has been repaired three (3) or more times for the same fault within the warranty period; or

(d) the Product is deemed Beyond Economical Repair (BER) by the Company's technical team.

Defective Products, cells, modules and parts replaced under warranty shall become the property of the Company and shall be handled by the Company in accordance with Clause 10.4.

7.2 Replacement Products

Replacement shall be with a Product of the same model or, if unavailable, at the Company's discretion, a refurbished product or a different product or part of equivalent or higher function, performance and specification, certified as compatible with the original Product. Replacement products, cells or parts may not be new but shall be of the same quality and specification as, or equivalent to, the original Product. Replacement cells or modules shall be compatible with the existing battery configuration and appropriately matched for State of Health and electrical characteristics. The Company shall perform the necessary balancing, configuration and safety checks following replacement.

7.3 Warranty on Repaired or Replaced Products

Repair or replacement shall not extend the warranty period or commence a new warranty period. A repaired or replaced Product, cell, module, BMS or part shall carry only the remaining warranty period under Clause 2.1, calculated from the original warranty commencement date under Clause 2.3, and cycles recorded on the original Product shall count towards the cycle limit. Replacement of a cell, module or BMS shall not reset the Product's accumulated cycle count or operating history, as provided in Clause 2.2.

7.4 Unauthorised Third-Party Work

The Company shall not accept or reimburse any cost incurred by the Customer or Dealer for work carried out on the Product by any third party without the prior written authorisation of the Company.

7.5 Compensation

Where the Company, acting reasonably, determines that neither repair nor replacement of the Product (or of the defective cell, module or BMS) is possible or commercially practicable, the Company may, in full and final settlement of the claim, pay the Customer compensation equal to the Current Market Value of the Product. For the purposes of this Warranty, "**Current Market Value**" means the Invoice Price multiplied by (1 – D), where:

(a) "**Invoice Price**" means the price of the Product shown on the original purchase invoice, excluding taxes, installation, freight and any other charges; and

(b) "**D**" (the depreciation factor, calculated on a straight-line basis) is the greater of (i) the number of completed months from the warranty commencement date under Clause 2.3 to the date of the claim, divided by one hundred and twenty (120), and (ii) the number of cycles recorded on the Product at the date of the claim, divided by 6,000, subject to a maximum of one (1).

Compensation shall not exceed the Invoice Price, and on payment the Product shall become the property of the Company.

8. OBLIGATIONS OF AUTHORISED DEALERS

Authorised Dealers shall fulfil the following obligations to remain eligible for warranty support:

(a) maintain accurate records of all Products sold, including customer details, installation date, serial numbers and the make and model of the inverter connected to the Product;

(b) ensure that Products are installed only by Company-certified installers in accordance with the Company's guidelines, and only with inverters and equipment approved by the Company as compatible;

(c) educate customers about the warranty terms, permitted use, operating conditions, registration and claim procedures at the point of sale;

(d) pack defective warranty Products in accordance with Clause 4 and the Dealer Service Policy before logistics pick-up, and handle damaged or unsafe batteries in accordance with Clause 4.3;

(e) not open, repair, replace any component of, or alter the BMS settings of, a Product under active warranty without the prior written authorisation of the Company;

(f) submit warranty claims within the Product warranty period. Claims for defects first notified after expiry of the warranty period or the cycle limit shall not be entertained, but a claim duly registered within the warranty period shall be processed even if the repair or replacement is completed after expiry;

(g) cooperate with Company representatives during warranty inspection or audit visits;

(h) store Products held in stock, and maintain storage, SOC-check and top-up charging records, in accordance with Clause 2.12 and Part B of Annexure A; and

(i) carry out site inspection, de-installation, re-installation and re-commissioning for warranty claims in accordance with Clause 3.6 and the Dealer Service Policy.

9. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law:

(a) the Company's liability under this Warranty is limited to the repair or replacement of the defective Product, or payment of compensation under Clause 7.5, as set out herein;

(b) the Company shall in no event and under no circumstances be responsible or liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any consequential, incidental, indirect, special or punitive damages, including loss of power generation, energy savings, revenue or profit, data loss, loss of business, damage to other property, loss of use or the cost of any substitute or backup power;

(c) save as expressly provided in this Warranty (including Clauses 3.6 and 3.7), the Company shall not be liable for installation, removal or re-installation charges or the cost of gaining access to the Product;

(d) the Company's total cumulative liability shall not exceed the original purchase price of the Product;

(e) the Company does not warrant uninterrupted or error-free operation of the Product outside the operating and environmental conditions specified in the Product Instructions;

(f) nothing in this Warranty excludes or limits the Company's liability for death or personal injury caused by its negligence, for fraud, for product liability under the Consumer Protection Act, 2019, or for any other liability that cannot be excluded or limited under applicable law; and

(g) this Warranty is in addition to, and does not affect, the statutory rights of the end customer under the Consumer Protection Act, 2019, the Sale of Goods Act, 1930 and other applicable law.

10. PRODUCT SAFETY, MONITORING AND END-OF-LIFE

10.1 Safety Recalls and Field Safety Notices

If the Company identifies a safety-related defect or risk affecting the Product, the Company shall:

(a) notify affected Customers and Authorised Dealers promptly, using the contact details recorded at registration, the Company's website and such other means as are reasonably appropriate, describing the risk and any immediate precautions to be taken;

(b) carry out the corrective action it determines to be appropriate, which may include inspection, a firmware update, repair, replacement or refund, at no cost to the Customer where the safety defect is attributable to the Company, whether or not the Product remains within the warranty period; and

(c) provide customer support for the recall or field safety notice through the channels in Clause 5.1, and comply with any recall direction issued under applicable law.

The Customer shall follow the precautions notified by the Company and permit the corrective action to be carried out. The Company shall not be liable for damage to the extent caused by the Customer's failure to do so after notification.

10.2 Remote Monitoring and Data

Where the Product or the connected inverter is connected to the Company's remote monitoring platform, the Company may collect operating data from the Product, including voltage, current, temperature, SOC, SOH, cycle count, energy throughput, alarm and fault records, firmware version and device identifiers, together with the installation location and contact details provided at registration. The Company shall use such data for warranty assessment, diagnostics, safety monitoring, firmware updates and product improvement. Personal data shall be processed only with the Customer's consent obtained at registration (or as otherwise permitted by law), in accordance with the Company's Privacy Policy and the Digital Personal Data Protection Act, 2023, and shall be protected by reasonable security safeguards. The Customer may withdraw consent to the processing of personal data at any time; such withdrawal shall not invalidate the Warranty, but may limit the Company's ability to provide remote diagnostics.

10.3 Firmware Updates

The Company is responsible for developing and releasing BMS firmware updates for the Product, which may be installed remotely or by the Company, a Dealer or an authorised service provider. The Customer shall permit the installation of firmware updates that the Company designates as safety-related. The Company shall notify the Customer in advance of any firmware update that materially affects the performance, usable capacity or operating limits of the Product, describing the effect of the update. Faults caused by a firmware update released by the Company shall be covered under Clause 2.6(d) for the applicable warranty period.

10.4 End-of-Life Batteries

The Company shall provide take-back arrangements for end-of-life Products, and for cells, modules and other parts replaced under this Warranty, in accordance with its extended producer responsibility (EPR) obligations under the Battery Waste Management Rules, 2022 (as amended). Customers may return end-of-life Products through Authorised Dealers or the collection points notified on the Company's website, and the Company shall ensure that returned batteries are handed over for refurbishment or recycling only to entities registered for that purpose under those Rules. Collection from the Customer's site may be subject to charges in accordance with the Service Rate Card, save where applicable law requires collection free of charge. The Customer shall not dispose of the Product as municipal or household waste.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1 This Warranty shall be governed by and construed in accordance with the laws of India.

11.2 Any dispute between the Company and an Authorised Dealer arising out of or in connection with this Warranty shall first be attempted to be resolved through mutual negotiation. If the dispute is not

resolved within thirty (30) days, it shall be referred to binding arbitration under the Arbitration and Conciliation Act, 1996 (as amended) before a sole arbitrator appointed by mutual agreement of the parties or, failing such agreement within thirty (30) days, by the High Court of Madras. The seat and venue of arbitration shall be Chennai and the language of the arbitration shall be English.

11.3 Any dispute between the Company and a Customer arising out of or in connection with this Warranty shall not be referred to arbitration and, subject to Clause 11.4, the courts at Chennai shall have exclusive jurisdiction over all such disputes.

11.4 Nothing in this Clause 11 shall restrict the right of an end customer who is a "consumer" under the Consumer Protection Act, 2019 to approach the competent Consumer Disputes Redressal Commission.

12. AMENDMENTS

12.1 The Company reserves the right to amend, modify or update this Warranty at any time. Updated versions shall be published on the Company's website and communicated to Authorised Dealers through official channels.

12.2 The version applicable to a particular Product shall be the version in effect at the time of its purchase. Amendments shall operate prospectively only and shall not reduce the warranty coverage or period applicable to Products already purchased. Previous versions of this Warranty shall remain accessible on the Company's website.

13. COVERED PRODUCTS

This Warranty applies only to the following residential Energy Storage Battery models. The Company may add or withdraw models by publishing an updated version of this Warranty on its website in accordance with Clause 12, and a withdrawn model shall remain covered for Products purchased while it was listed.

Model Number	Nominal Capacity (kWh)	Usable Capacity (kWh)	Cell Chemistry	Covered Components
[●]	[●]	[●]	[●]	As set out in Clause 2.1
[●]	[●]	[●]	[●]	As set out in Clause 2.1

14. WARRANTY SERVICE CONTACT DETAILS

Channel	Details
Customer Helpline	[Toll-Free Number] (Monday to Saturday, 9:00 AM to 6:00 PM)
Email (Warranty)	[●]
Email (Technical Support)	[●]
Warranty Portal	www.swelectes.com
Registered Office	SWELECT House, No. 5, Sir P.S. Sivasamy Salai, Mylapore, Chennai – 600 004, Tamil Nadu
Service Centre Network	As notified on www.swelectes.com from time to time

These terms and conditions are issued by **SWELECT ENERGY SYSTEMS LIMITED** as published warranty terms, printed on the Product packaging, included in the user manual and published on www.swelectes.com. Version: [●] | Date of publication: [●]

ANNEXURE A

OPERATING LIMITS, STORAGE REQUIREMENTS AND CAPACITY TEST CONDITIONS

(Clauses 2.1, 2.2, 2.5, 2.11, 2.12 and 5.4)

Part A Operating Limits

Parameter	Limit
Maximum continuous charge rate	[●]C
Maximum continuous discharge rate	[●]C
Maximum depth of discharge (DoD)	[●]%
Permitted SOC operating window	[●]% to [●]%
Annual cycle limit	[●] cycles per warranty year
Cumulative energy throughput limit	[●] MWh
Ambient temperature – charging	[●]°C to [●]°C
Ambient temperature – discharging	[●]°C to [●]°C
Relative humidity	[●]% to [●]% (non-condensing)
Approved inverter configurations	Inverter models and firmware versions in the Company's approved inverter list for the Product (Clause 2.10(f))
Effect of exceeding a limit	As set out in Clause 2.11

Part B Storage Requirements (Clause 2.12)

Requirement	Value
Maximum storage period before installation	[●] months from the date of dispatch by the Company
Storage SOC	[●]% to [●]%
Storage conditions	Dry, ventilated and away from direct sunlight, at [●]°C to [●]°C
SOC check interval	At least once every [●] months
Top-up charging	Recharge to [●]% whenever SOC falls below [●]%, and in any event at least once every [●] months
Records	Dealer to record each SOC check and top-up charge (Clause 8(h))

Part C Capacity Test Conditions (Clauses 2.5 and 5.4)

Test Parameter	Condition
Test ambient temperature	[●]°C ± [●]°C
Charge method and rate	Constant current / constant voltage at [●]C to full charge (100% SOC), as specified in the Product Instructions
Rest period	[●] minutes after charge and after discharge
Discharge rate and end point	[●]C to the discharge cut-off specified in the product datasheet ([●]% SOC)
Measured usable capacity	Energy (kWh) discharged at the DC terminals of the Product, measured with calibrated instruments and averaged over [●] consecutive cycles

The values in this Annexure A apply to each model listed in Clause 13, unless a different value is specified for a particular model in this Annexure A.

ANNEXURE B

SERVICE RATE CARD

(Clauses 2.4, 3.5, 3.6, 5.6 and 10.4)

The following charges apply only where this Warranty allocates the cost of a service to the Customer or the Dealer, including services during the Extended Warranty Period, claims found not to be valid, Products found to have no fault and faults found to lie outside the Product.

S. No.	Service	Unit	Rate (₹, excl. GST)	Applicable To
1	Site visit or site inspection (up to [●] km from the Dealer or service centre)	Per visit	[●]	Extended Warranty Period; invalid or no-fault claims
2	Additional travel beyond [●] km	Per km	[●]	Where Item 1 applies
3	De-installation and disconnection	Per Product	[●]	Extended Warranty Period; invalid or no-fault claims
4	Re-installation and re-commissioning	Per Product	[●]	Extended Warranty Period; invalid or no-fault claims
5	Labour for replacement of cells or a module (replacement cells supplied free under Clause 2.4)	Per module	[●]	Extended Warranty Period
6	Replacement BMS, including labour	Per unit	[●]	Extended Warranty Period
7	Other replacement components not covered by this Warranty	Per item	Company price list on the date of service	Extended Warranty Period; items not covered
8	Lithium-battery compliant packing material	Per Product	[●]	Extended Warranty Period; invalid or no-fault claims
9	Transport – Dealer to Service Centre (outward)	Per shipment	[●] or at actuals	Extended Warranty Period; invalid or no-fault claims
10	Transport – Service Centre to Dealer (return)	Per shipment	[●] or at actuals	All periods (Clause 3.5)
11	Transit insurance	Per shipment	[●]% of Invoice Price	As allocated in Clause 3.5
12	Diagnosis or testing where no fault is found in the Product	Per claim	[●]	Invalid or no-fault claims
13	Joint battery / inverter diagnosis where the fault lies outside the Product	Per visit	[●]	Clause 5.6
14	Collection of an end-of-life Product from the Customer's site	Per Product	[●]	Clause 10.4

Rates exclude GST, which shall be charged at the applicable rate. No chargeable work shall be carried out without the Customer's prior acceptance of a written estimate under Clause 2.4(e). The Company may revise this Service Rate Card by publishing an updated version on its website, and the version in force on the date of the service shall apply.