

Warranty Terms

IMEON ENERGY warrants the products sold against any defect in materials or workmanship that prevents said products and/or goods from functioning in accordance with the order specifications and for the normal use for which these products are intended.

§1. IMEON products are covered by an “extended” warranty, subject to the cumulative fulfillment of the following conditions:

1. The IMEON product must be connected to the Internet via a functional connection that allows it to communicate with IMEON ENERGY’s servers and monitoring tools. The Internet connection must have been operational for at least 95% of the total system operating time prior to the warranty claim request. The connection availability rate is calculated over the entire period of the product’s operation, from its commissioning through the date of the warranty claim. Any period during which the product is not connected to the Internet or does not communicate with IMEON ENERGY’s servers is considered a period of unavailability.
As an exception, periods of unavailability directly attributable to a defect in the communication card or the communication device integrated into the IMEON product may be excluded from the calculation of the availability rate, provided that the claimant has notified IMEON ENERGY of such defect within a reasonable time after its discovery and has cooperated with technical support to enable its diagnosis and, if necessary, its resolution.
In any event, the applicant may not cite a communication failure or a malfunction of the communication card to exclude from the calculation any periods of unavailability of which the applicant failed to notify IMEON ENERGY within 3 months of their discovery or of the detection of the lack of communication.
2. The IMEON product must be connected to the Internet at the time IMEON ENERGY’s technical support performs the system diagnosis, except in the event of a problem affecting the communication card or device itself.
3. The IMEON product’s serial number must be linked to an active user account on the IMEON ENERGY web monitoring platform (<https://monitoring.imeon-energy.com/login>).

Compliance with all of these conditions is cumulative and constitutes an essential requirement for eligibility for the “extended” warranty. If any of these conditions is not met, only the “standard” warranty period applies.

Simply reconnecting the product to the Internet does not, on its own, restore or reactivate coverage under the “extended” warranty. Compliance with the minimum availability rate is assessed over the entire period of system operation preceding the warranty claim.

Products		“Extended” Warranty	“Standard” Warranty
Hybrid UPSs	NEO Series IMEON 3.6 IMEON 9.12	10 years	5 years
Batteries	NEO Batteries IMEON Batteries		
Energy Storage System	X-Trem ESS Line X-Home ESS Series MEGA-100 MEGA-UNIT		
Accessories	Electrical Enclosures	2 years	
	System accessories		

- §1.** The warranty period begins on the earlier of the following two dates:
- The date the equipment was first put into service,
 - 6 months after the date IMEON ENERGY invoiced the equipment to the original purchaser.
- §2.** This warranty does not apply to parts and consumables, air conditioning units (considered accessories), or defects resulting from the Buyer's failure to comply with the conditions of use and maintenance specified in the IMEON product specifications and documentation and, more generally, with the standard rules for using such products/goods. Any improper programming may irreversibly damage the equipment, create electrical and/or fire hazards that could result in personal injury. Before making any modifications, ensure that you comply with the regulations in effect in your country. Only software provided by IMEON ENERGY should be used to configure the equipment, whether it be the inverter and/or the batteries. Any other software or application is incompatible and may interfere with the operation of the inverter and/or the batteries.
- §3.** Inverters (IMEON 3.6, IMEON 9.12, the NEO series) operating under conditions that qualify for the "extended" warranty may be eligible, as an optional paid service, for a 10-year warranty extension, bringing the total warranty period to 20 years (10 years of extended warranty + 10 years of warranty extension).
IMEON, NEOBAT, and ESS series (XTREM / MEGA) batteries operating under conditions that qualify for the "extended" warranty may be eligible, as an optional paid service, for a warranty extension bringing the total warranty period to 20 years or until the battery has completed 8,500 cycles (whichever comes first).
- §4.** This warranty does not apply to defects arising from or related to:
- 1) Any use of said products/goods in conjunction with equipment not specified in IMEON ENERGY's technical specifications,
 - 2) Any modification to said products/goods made by the Purchaser or a third party without prior written authorization from IMEON ENERGY,
 - 3) Any accident,
 - 4) Normal wear and tear,
 - 5) Improper installation, maintenance, transport, or storage,
 - 6) Inadequate power supply,
 - 7) In the event of improper use,
 - 8) In the event of interference from a foreign object or weather-related events (lightning, power surges, water damage, etc.) and/or natural disasters.
- §5.** Warranty claims will not be processed if the serial number, product type, or warranty seal has been altered, removed, tampered with, moved, or rendered illegible. Upon receipt of the warranty claim, IMEON ENERGY will conduct an inspection of the affected equipment. This inspection will determine whether the warranty claim is accepted or denied based on the various defined exclusions.
The warranty accepted by IMEON ENERGY is limited to the replacement or repair by IMEON ENERGY of all or part of the defective products/goods and to the delivery of the repaired or replaced products/goods under the original delivery terms, provided that:
- 1) The defective products/goods must be reported within a maximum of seven (7) days from the date the defect was discovered or from the date on which the claimant should reasonably have become aware of it.
 - 2) The defective products/goods have been effectively recognized as defective by IMEON ENERGY.
- §6.** In the event that the equipment returned under warranty is found to be free of defects, all costs associated with the inspection shall be borne by the Buyer. IMEON ENERGY shall not be held liable in the event of low electricity production or production that falls short of any study's projections. Professional operators are not entitled to compensation for lost profits.

§7. For any information regarding the warranty for IMEON ENERGY products not included in this document, the documents applicable to IMEON ENERGY's technical support services are as follows:

- 1) our General Warranty Terms and Conditions,
- 2) the specific terms of our sales contract,
- 3) our General Terms and Conditions of Sale,
- 4) any other applicable document agreed upon by the Parties.

In the event of any contradiction, discrepancy, ambiguity, inconsistency, or incompatibility between these documents, they shall apply in the order listed above.

Battery Performance Warranty:

§8. The performance warranty provided for in this article applies subject to the claimant's compliance with the conditions of use, operation, and maintenance set forth in these general warranty terms and conditions. IMEON ENERGY warrants for a period of 10 years that the capacity of the batteries will remain greater than 60% of the initial nominal capacity. The warranty period begins on the earlier of the following two dates:

- The date the equipment was first put into service,
- 6 months after the date IMEON ENERGY invoiced the equipment to the original purchaser.

Only IMEON ENERGY is authorized to perform the tests used to determine a battery's actual capacity. If the claimant wishes to dispute the test result, they may request an independent analysis from a certified testing laboratory. The costs of such tests shall be borne exclusively by the claimant. The test conditions used to measure the remaining capacity of the batteries can be provided upon request submitted via the contact form on the manufacturer's website.

If a battery is replaced under warranty, the replacement battery may have a nominal capacity or available capacity that differs from that of a new battery with the same part number, in order to maintain technical and functional consistency with the existing battery bank.

The reference capacity applicable to the battery bank after replacement is determined by IMEON ENERGY based on the condition, capacity, and characteristics of the existing battery bank.

The performance warranty does not cover the consequences of improper use, even if the claim is made during the theoretical warranty period.

Battery Operational Warranty:

§9. The product warranty is valid for a period of:

- a. 5 years or until the battery has completed 3,000 cycles (whichever comes first) under the "standard" warranty terms
- b. 10 years or until the battery has completed 6,000 cycles (whichever comes first) under the "extended" warranty terms
- c. 20 years or until the battery has completed 8,500 cycles (whichever comes first) under the "extended" warranty terms with the optional, paid warranty extension.

The number of cycles is calculated according to the method defined in the technical documentation applicable to the battery model in question. The data recorded by the battery management system and/or IMEON ENERGY's monitoring systems shall be deemed accurate, unless the claimant provides evidence to the contrary.

The battery warranty is valid only if the batteries are used within an ambient temperature range of +10°C to +40°C, are paired with IMEON inverters, and are used in accordance with all requirements specified in the documentation provided by IMEON ENERGY.

The warranties set forth in this article are granted subject to compliance with the conditions of use, operation, maintenance, and storage set forth in these general warranty terms and conditions, particularly those relating to maintaining the battery bank under conditions that prevent deep discharge.

The performance warranty does not cover the consequences of improper use, even if the claim is made during the theoretical warranty period.

§10. Specific Conditions Applicable to Batteries The battery bank must be maintained under normal operating, monitoring, and maintenance conditions to prevent deep discharge, overcharging, excessive temperatures, or any other conditions that could damage the cells or irreversibly reduce the battery's capacity, performance, or service life.

The battery bank may not remain disconnected, shut down, in a fault state, without communication, or in any other situation that prevents its normal recharging for a continuous period exceeding thirty (30) days without the prior written consent of a person authorized by IMEON ENERGY.

In the event of disconnection, shutdown, failure, loss of communication, or any other anomaly that prevents or compromises the normal charging of the battery bank, the applicant must immediately take all necessary measures to restore the system to normal operation.

The applicant must notify IMEON ENERGY or its installer of any situation likely to result in a prolonged absence of charging or a deep discharge of the battery bank within a maximum of thirty (30) days from the time such a situation is observed or detected.

The applicant may not, either intentionally or through negligence, leave the battery bank in a disconnected, shut-down, faulty, or insufficiently charged state that could lead to battery degradation.

Any damage, loss of capacity, loss of performance, or failure resulting, directly or indirectly, from keeping the battery bank in a disconnected, shut-down, faulty, communication-deprived, or insufficiently charged state for a period exceeding thirty (30) days, without prior written consent from IMEON ENERGY, is excluded from warranty coverage.

IMEON ENERGY shall not be held liable for damage resulting from deep discharge, a prolonged lack of recharging, or storage under unsuitable conditions when such a situation is attributable to the applicant, the operator, the installer, or any third party responsible for the operation, monitoring, or maintenance of the system.

§11. Sizing, Charging, and Operating Conditions of the Storage System

Coverage under the warranty applicable to the batteries is contingent upon the storage system being properly sized in accordance with the installation's characteristics, available energy production, the site's consumption profile, the applicant's energy needs, and the system's actual operating conditions.

The applicant, the installer, and, where applicable, the system designer are responsible for ensuring that the battery bank is properly sized to match the site's characteristics and actual needs. In particular, the battery bank must be sized to allow for regular and appropriate use of its capacity under the normal operating conditions anticipated for the installation.

Inappropriate sizing of the battery bank—particularly oversizing relative to the available photovoltaic generation or the site's consumption needs—which may prevent sufficient and regular recharging of the battery bank, may result in the exclusion from the warranty of any degradation, loss of capacity, loss of performance, or failure resulting from this situation.

The battery bank must be operated under conditions that allow for sufficient and regular recharging, as well as the normal operation of the management and balancing functions provided by the battery management system.

When conditions related to photovoltaic production, on-site consumption, or system operation do not allow for sufficient recharging of the battery bank over an extended period, the applicant, installer, or

operator must take the necessary measures to prevent the battery bank from remaining at a charge level that could lead to cell degradation or an irreversible loss of capacity or performance.

The system settings—including the depth of discharge (“DOD”), minimum state of charge (“minimum SOC”), energy reserve, and, more generally, any parameter that may influence the battery bank’s charge level—must be adapted to the system’s characteristics, the site’s needs, and seasonal conditions of generation and consumption.

When operating conditions do not allow for sufficient recharging of the battery bank, the applicant, installer, or operator must adjust the operating conditions or system settings to prevent prolonged discharge or the sustained maintenance of the battery bank at an insufficient state of charge.

Any deterioration, loss of capacity, loss of performance, or failure resulting directly or indirectly from improper sizing, insufficient photovoltaic production, excessive or inappropriate consumption, inappropriate settings, a persistently insufficient charge level, or the failure to take the necessary corrective measures to ensure sufficient recharging of the battery bank is excluded from warranty coverage.

IMEON ENERGY shall not be held liable for any consequences resulting from insufficient photovoltaic production, excessive or inappropriate consumption, the orientation or tilt of the photovoltaic generators, weather or seasonal conditions, improper system sizing, or any other external factor preventing the regular and sufficient recharging of the battery bank.

INSTALLATION – AFTER-SALES SERVICE

§12. The Buyer must install the products in accordance with the IMEON ENERGY installation manuals provided with each order and by following the instructions supplied to the Buyer by IMEON ENERGY. Only these documents are suitable for the products delivered and related to the order accepted by the Buyer. No other document may replace them.

§13. Installations performed by unauthorized or uncertified personnel, carried out in violation of the official installation manuals and IMEON ENERGY’s instructions, or otherwise improperly installed, may result in the loss of warranty coverage for any defect, damage, or malfunction resulting directly or indirectly from such non-compliant installation.

IMEON ENERGY reserves the right to refuse coverage under the warranty when the installation, connection, configuration, or commissioning of the equipment does not comply with applicable requirements and such non-compliance is likely to have contributed to the observed defect.

§14. IMEON ENERGY’s technical support responds only to requests from professionals. In the event of a system failure, users must direct their request to the installer who installed their system or to their equipment supplier.

FAILURE TO RECOVER EQUIPMENT

§15. When the equipment is available for pickup by the requester, IMEON ENERGY will notify the requester by any means that provides a record of the notification.

The requester then has ninety (90) days from the date of this notification to retrieve their equipment and arrange, at their own expense, for its shipment or pickup.

At the end of this period, the storage fees set forth in these general warranty terms and conditions shall apply. In the event of no response from the requester or failure to retrieve the equipment for an extended period, IMEON ENERGY may send the requester a formal notice to retrieve the equipment within an additional thirty (30) days. If the equipment is not retrieved within this period, IMEON ENERGY reserves the right to take any measures authorized by applicable regulations to resolve the storage situation, including, where appropriate, the return, transfer, destruction, or disposal of the equipment, with the

corresponding costs remaining entirely the responsibility of the applicant. The implementation of these measures does not deprive IMEON ENERGY of its right to claim payment of storage, handling, and transportation costs, as well as any other amounts owed by the applicant.

INSPECTION AND DIAGNOSTIC FEES

§16. If the inspection or diagnosis conducted by IMEON ENERGY concludes that the defect or malfunction of the equipment is not covered by the warranty, the costs of the inspection, diagnosis, and, if applicable, restoration or repair shall be borne by the claimant.

If the claimant rejects the repair estimate provided by IMEON ENERGY or fails to act on it within the specified timeframe, the costs of the expert assessment and diagnosis incurred by IMEON ENERGY remain fully payable by the claimant, even if no repair is ultimately performed. The claimant agrees that these costs will be billed to them regardless of whether or not they decide to have the equipment repaired.

The costs of transportation, packaging, handling, storage, and logistics shall also be borne by the claimant in accordance with these general warranty terms and conditions.

FREE WARRANTY SERVICES:

§17. "Free of charge" refers to the labor and parts costs associated with restoring the equipment to working order at IMEON ENERGY's facilities. Travel and lodging expenses for IMEON ENERGY personnel in connection with technical assessments, on-site repairs, relocation, or reinstallation—or for such services performed by third parties—shall be borne by the claimant, unless otherwise specified in a written agreement.

PROCEDURE FOR RETURNING EQUIPMENT TO IMEON ENERGY

The shipment of the equipment to IMEON ENERGY, as well as its return to the requester following the inspection, repair, or replacement, and all costs related to transportation, shipping, return, packaging, handling, and logistics associated with the handling of the equipment, are entirely the responsibility of the claimant, regardless of the product's geographic location, the nature of the claim, or the outcome of the inspection and warranty coverage.

IMEON ENERGY does not cover any transportation or logistics costs and will not issue any refunds, credit memos, or compensation in this regard, even when the equipment is determined to be covered by the warranty.

The transportation of equipment to and from territories affected by armed conflicts, natural or man-made disasters, or, more generally, affected by conditions that make the logistics process difficult, is also entirely the responsibility of the claimant.

Packaging, Repackaging, and Reshipment

It is the applicant's responsibility to ensure that the equipment is properly packaged and protected when shipped to IMEON ENERGY. The equipment must be shipped in packaging suitable for its nature, dimensions, and weight, ensuring its protection during transport.

IMEON ENERGY is not liable for damage resulting from insufficient, unsuitable, or non-compliant packaging.

If the packaging received is damaged, insufficient, unsuitable, or does not allow for the reshipment of the equipment under normal safety conditions, IMEON ENERGY reserves the right to repackage or re-wrap the equipment.

The costs associated with providing new packaging, repackaging, protecting, handling, and preparing the equipment for reshipment are entirely the responsibility of the requester, even when the equipment is covered under warranty.

The requester acknowledges that the packaging used to ship the equipment to IMEON ENERGY may not be reusable for its return shipment. In this case, the costs associated with providing new packaging and reconditioning the equipment may be billed to the requester.

Storage Fees

IMEON ENERGY reserves the right to charge the requester storage fees in the following cases:

- when the requester has not responded to a repair estimate within ninety (90) days of the date the estimate was issued;
- when the requester has not retrieved their equipment within ninety (90) days of being notified that it is ready for pickup following inspection, repair, or replacement.

At the end of this ninety (90)-day period, IMEON ENERGY reserves the right to charge storage fees of €25 (excluding tax) per square meter per month, with a minimum charge of €50 (excluding tax) per month per piece of equipment.

The area used to calculate storage fees corresponds to the floor space occupied by the equipment, plus, if applicable, the space required for its handling and storage under appropriate conditions. Any month that has begun is due in full.

Customer Service Address:

IMEON ENERGY

Customer Service Department
6 rue de Kerbernard
29200 Brest – France

Checks to Perform Before Requesting a Repair: It is important to verify that a defect actually exists before initiating this procedure. External factors may be causing the malfunction (cable sections, protective devices, improper settings, batteries, etc.). IMEON ENERGY reserves the right to charge for inspection fees and shipping costs in the event of an unjustified return, even during the warranty period. Any attempt at repair by a third party—particularly opening the unit's casing—will void the warranty or result in the repair request being denied.

Out-of-warranty costs: Shipping, inspection, and repair costs are the responsibility of the customer.

Submitting a request for inspection or warranty service constitutes your acceptance of these terms and conditions, including the fees as stated herein.

Unless otherwise required by mandatory law, the warranty provided by IMEON ENERGY is strictly limited to the obligations expressly set forth in these general warranty terms and conditions.

IMEON ENERGY shall not be held liable for indirect or consequential damages, including but not limited to loss of production, operating losses, loss of revenue, loss of savings, loss of data, loss of contracts, loss of use, or loss of profits resulting from a defect, unavailability, or malfunction of the equipment.

This exclusion does not preclude any rights that the claimant cannot legally waive.

