

## Enirgi Power Storage – Enirgi Premium OPV Warranty

Enirgi Power Storage Pty Ltd ABN 91002 915 326 (EPS) warrants that the Enirgi Premium OPV Solar Products supplied by it are free from defects in material and/or workmanship, under the correct Application, normal conditions of use and service, for the Period stated below and subject to the Conditions contained herein.

EPS's sole obligation in terms of this warranty shall be to repair or replace the Products, within a reasonable time period and in accordance with these Conditions.

### Preamble: Australian Consumer Law

Our Products come with guarantees that cannot be excluded under the Australian Consumer Law. For a major failure in the Products you are entitled, at your election, to a replacement, repair, refund or compensation for the drop in value caused by the major failure and in some cases compensation for reasonably foreseeable loss or damage that you may suffer as a result of the major failure. Where there is a minor failure, you are entitled, at our election, to have the Products repaired or replaced or to receive a refund. For further information about the consumer guarantees please refer to the Australian Competition and Consumer Commission website.

The Application:	Cyclic battery storage for a solar system
The Period:	24 months plus 36 months pro rata

### General Conditions of Warranty

This warranty is in lieu of any warranties (express or implied) or conditions implied by law, which are hereby specifically excluded and no warranties, representations or undertakings of whatever nature have been made or given by EPS or on its behalf, other than as stated herein.

EPS, its distributor, reseller or agent excludes all liability for damage, loss, injury, expenses or costs (whether of a direct, indirect, consequential, incidental or other nature) howsoever suffered and by whomsoever suffered which may arise out of, or relate to, the use or inability to use the Products or services, or any failure whatsoever by EPS, its employees, contractors or associates for whatever reason, to meet this warranty. It is the responsibility of the Purchaser to ensure that the Products are selected, applied, operated and maintained in strict accordance with the operating instructions for the Products. This includes ensuring that the size, capacity, design and technology of the Products are correct for the intended application. Where the end user is able to select and set parameters that may impact the performance and/or life of the Products, the Purchaser will comply with the relevant Products' instruction material, record the settings so selected therefrom and refrain from changing or modifying same for the duration of the period. These may typically include charge and discharge parameters of battery chargers, renewable energy regulators, inverters, UPS units and the like. It is incumbent upon the Purchaser to prove to EPS that it has complied in every respect to the conditions of this warranty. This includes compliance with the installation, operating and maintenance instructions for the Products as available at time of purchase and updated from time to time. In the event that EPS finds that a claim is valid, and elects to replace a Product, title to the failed Product will revert to EPS.

### Specific Operational Conditions of Warranty

The warranty Period is subject to a maximum number of 3000 cycles at a depth of discharge of 20%, alternatively a maximum of 1900 cycles at a depth of discharge of 30%. One cycle is defined as the change in the state of charge of the battery from having been charged, to any state of discharge, and then back to charged. Charged in this context includes a partial state of charge. In the event of cycling duty, the battery must be given a full charge to 100% state of charge every month. The battery charge and discharge controls must be set, and maintained at the parameters provided by the manufacturer from time to time. All performance data refer to a nominal temperature of 20°C. Higher or lower temperatures will affect life and/or performance. Temperatures above 35°C will shorten the life of any batteries and must be avoided. Limited short time exposure to temperatures up to 45°C are allowed. Any exposure to temperatures of 55°C and above is strictly forbidden and will nullify this warranty. Batteries must be operated in strict compliance with the relevant instructions from the manufacturer for the specific cell types covered in this warranty, a copy of which is delivered with the Product.

## **Limitations**

EPS's sole obligation in the event of a valid warranty claim is limited to the repair or replacement of Products, in its sole discretion, within a reasonable time period and in accordance with the Conditions stated herein. This warranty shall, further, not apply where the Product is used in applications for which the Product was not designed.

## **Exclusions**

This warranty will be immediately invalidated when:

- i) The Conditions of this warranty in general and in particular the Application, operation and maintenance of the Product as contained and referred herein have not been met; and/or
- ii) The Product is unserviceable due to fire, wreckage, neglect, physical damage as a result of an external force, acts of God, misuse, abuse or otherwise; and/or
- iii) The Product's manufacturing date code has been damaged or tampered with to the extent that it has ceased to be clearly legible or reliable.; and/or
- iv) If the Product:
  - has been under-charged, overcharged or over-discharged; or
  - has been charged using an incorrect or faulty charger; or
  - has been opened up or repaired by an unqualified person; or
  - is maintenance free and has been topped up; or
  - additives have been put into the product; or
  - has been exposed to temperatures and/or for times outside that specified in this and any other document relating to the operation and storage of the Product.
- v) The application of the Product is changed whereby the new operating conditions may result in the premature failure of the Product.

This warranty is limited to Products supplied at standard EPS prices current at time of purchase. It does not apply to Products offered at discounted or special prices as EPS may elect to offer from time to time. In such cases, conditions different from this warranty will apply as EPS considers appropriate.

Further to the above, unless expressly denoted as "guaranteed characteristics", all details presented on the Products are not guaranteed, but only descriptive features. The same applies to any samples or specimens supplied by EPS.

## **Procedural Conditions**

Any claim in terms of this warranty must be made in writing to EPS immediately after the Purchaser becomes aware of the defect. The Purchaser must, upon being so requested by EPS, return the defective Product to EPS, together with satisfactory proof of purchase of the Product from EPS, and proof that the conditions stated in this warranty have been met for the life of the Product and up to the date that the Product was returned to EPS. The defective Product shall be analysed by EPS within a reasonable time, and EPS's decision shall be communicated to the Purchaser. This analysis may require destructive testing of the Product, which risk vests with the Purchaser.

In the event that a Product failure creates an unsafe or potentially unsafe condition, it is the responsibility of the Purchaser to render and keep the condition safe. The warranty on the repaired or replaced Product shall apply from the original date of purchase of the first Product.

Products replaced under warranty will be supplied ex works. In the event that EPS has the necessary facilities available at the time, loading onto the Purchaser's transport will be included.

For further information please contact Enirgi Power Storage on: 1300 783 879 or e-mailing: support@enirgipower.com.au