



## WARRANTY CONDITIONS

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### Warranty

Subject to the terms and conditions detailed below, MeriTech Power Limited hereinafter the (Manufacturer) provide a voluntary product warranty (the Warranty) to end users of the following product:

- Lithium Lifepo4, 10Kw Power-Wall battery, 48v 200ah

This warranty only applies to new product. Secondhand product may carry partial warranty subject to its previous operation/install/de-install conditions.

This Warranty is non-transferable except: where the Products are installed in a building, this Warranty will then transfer to any subsequent purchaser of that building or of the Products so long as the Products remain installed.

This Warranty only applies where the Products have been installed by a properly certified and licensed installer.

### General Terms

The Manufacturer warrant that they will repair or replace (at their option) a Product or any part thereof if such Product is faulty or defective in assembly or materials for a period 5 years from the date of purchase. After the first 5 years to a maximum of 10 years product replacement will be subject to a replacement fee of \$2,500 USD.

The Manufacturer will endeavor to replace Products with identical products. However, due to technological advancements, that Product may not be available. In these cases, the Manufacturer will supply another type of product of at least the same value and standard, although the replacement product may be a different size, shape, color and/or capacity. Due to technical advances it is possible that replacement parts or components may not be compatible with the other components already installed. Any costs relating to the incompatibility of systems is not covered by this Warranty.

If the products are replaced within the warranty period, the remaining warranty period will be automatically transferred to the replacement products. In this event, you will not receive a new certificate.

This Warranty only covers repair or replacement of the defective product. It does not cover:

- Any costs incurred by the end-user or the installer in normal or scheduled maintenance of the Product; or
- Any other costs such as transportation, travelling and accommodation cost of personnel etc.



- Subject to any law to the contrary, any damage to property, personal injury, direct or indirect loss, any consequential losses or other expenses arising from breach of this Warranty.

### **Battery Performance Guarantee**

Upon the granting of the Warranty, the Manufacturer guarantee as follows:

For systems operate under self-consumption mode, Manufacturer warrant that the each battery module retains at least eighty percent (80%) of its usable capacity for 3,000 cycles from the earlier of (i) the date the battery storage system is installed at the end user's property or (ii) the date two months after the Product being sold to another business or personnel.

### **Conditions**

This Warranty is subject to the following conditions:

- The Products must have been installed by an authorized and licensed installer. Claims for failures due to incorrect installation are not covered under this Warranty.
- Where a Product or part thereof is replaced or repaired under this Warranty, the balance of the original Warranty period will apply. The replacement product or part(s) do not carry a new voluntary warranty.
- The Product must have its original serial number and rating labels intact and readable.
- This Warranty does not extend to any Products that have been completely or partially disassembled or modified, except where such disassembly is carried out by Manufacturer.
- The terms of this Warranty cannot be amended except in writing by one of our authorized officers.

### **Exclusions**

This warranty will not apply to a defect or fault to the extent to which one or more of these conditions arises:

- due to storage, handling, installation (or removal and/or reinstallation) or commissioning of the Product otherwise than in accordance with instructions provided by the Manufacturer, applicable safety regulations or without reasonable care including installation of a Product which is of an inappropriate size or type for the intended purpose;
- due to operation, use or maintenance of the Product otherwise than in accordance with instructions provided by Manufacturer or without reasonable care (including failure to maintain/ clean the Product in accordance with recommendations in instruction/ operation manuals).
- due to accidental damage, theft or vandalism, or use of the Product for a purpose or in environmental conditions for which the Products were not designed for or sold, or use of the Products outside the specified or normal operating ranges for such Products;



- as a result of changes which occur in the condition or operational performance of the Product due to climate or other environmental influence, foreign material contamination (e.g. dirt, smoke, salt, chemicals and other impurities), water entry, exposure to excessive heat or solvents or because of use of the Product with insufficient ventilation (in particular the maximum temperatures according to the operating manual), exposure to strong vibrations, exposure to a strong magnetic field or damage as result of Force Majeure event;
- from normal wear and tear or when replacement or repair of parts would be part of normal maintenance or service of the Product or where the damage is only to surface coating, varnish or enamel;
- as a result of repairs, alterations or modifications to the Product which have been performed by non-authorized third party;
- from the use of any spare parts not manufactured, sold or approved by Manufacturer in connection with the repair or replacement of Product; or as a result of the interconnection of the Product with products of another manufacturer; or as a result of any other defective or malfunctioning parts in the system into which the Product has been installed;
- where the nameplate or serial number of the Product is modified, altered or not readable.
- if damage has occurred during transportation; or other damages not affecting energy generation, and which are of a visual nature (e.g. surface scratching).

This Warranty does not apply to damage caused by continued use of the Product after it is known, or would have been known with regular servicing, it is defective.

**Customer’s assistance in returning the faulty unit:**

Following the receipt of the replacement unit, the customer must return the allegedly faulty unit in the same packaging material as the replacement unit. Manufacturer will supply all labels, documentation, and freight details for the return of the allegedly faulty unit. All allegedly faulty units must be returned within 10 (ten) working days of the receipt of the replacement unit. The replacement unit will be covered by the original warranty terms of the faulty unit for the remaining warranty period of the faulty unit.

**How to Make a Warranty Claim**

If a Product fails within the Warranty period, the end-user must stop using the Product or the system in which the Product is installed as the case may be by isolating the Product from any energy source, make a claim as soon as possible and follow all instructions provided by Manufacturer, or their representative or agents.

To make a Warranty claim under this voluntary warranty, the end-user must contact original seller.



When contacting Manufacturer, please have the following information to hand:

- Your name, address, postcode and a telephone number where you can be contacted
- The model designation and serial number of the Product (you can find both on the Product)
- Proof of purchase with date and address of the vendor
- Installation date and installation address
- Contact details of the installer
- A complete and detailed list of observed faults and other information which could help with the analysis of the fault (e.g. any modifications)

### **Costs of Submitting a Warranty Claim**

For invalid claims under this Warranty, seller will not be liable for the end-user's costs in making the warranty claim, including transport or return freight.

### **Product Liability and Product Safety**

Manufacturer warrants that the Goods shall be free of substantive defects in material and workmanship and in conformity with specifications.

Seller shall in no event be liable for any incidental, special, or consequential damages of any nature, even if Seller has been advised of the possibility of such damages

Seller liability, if any, for defective Goods, is limited to replacement, repair or refund of the defective Goods, at sellers' option.

### **Miscellaneous**

This Warranty shall form part of the purchase contract in respect of the Product between Manufacturer and the end-user and shall be complied with by both parties.

Buyer:

Buyer(s)

By: \_\_\_\_\_

Date: \_\_\_\_\_

[print name] \_\_\_\_\_