

# LIMITED WARRANTY TERMS AND CONDITIONS

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## For *Eveready® Energy Vault* Products

### Warranty Conditions

SolarBOS Pty. Ltd. (“SolarBOS”) shall provide a limited product warranty (“Warranty”) for the *Eveready® Energy Vault* systems (Product) to an End-User, subject to the terms and conditions covered within this Warranty document, so long as the system is installed within the territory of Australia.

The End-User should be a buyer who purchases the Product from SolarBOS directly or from a certified distributor and puts the Product into operation for the first time.

This Warranty only applies to the installation of a new Product and does not cover any second-hand Products. It only applies where Products have been installed correctly by a certified installer (CEC approved) according to the Product’s Installation Manual.

This Warranty is non-transferable to any third parties except where the property where the Product(s) are installed is sold or undergoes a change of ownership, in which case the Warranty will transfer to the subsequent purchaser of that property, so long as the Product(s) remain installed at the property.

### The *Eveready® Energy Vault* covers the following Products:

- AS1-3KS-5.1, includes 3KW AC coupled inverter, battery module and EMS.
- AS1-3KS-10.2, includes 3KW AC coupled inverter, battery module and EMS.
- AS1-3KS-15.3, includes 3KW AC coupled inverter, battery module and EMS.
- AS1-3KS-20.4, includes 3KW AC coupled inverter, battery module and EMS.
- B1-5.1-48, includes battery module and EMS.

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## Warranty Period

### 1.1 Product Warranty

The standard Product Warranty Period is 7.5 years (90 months) from the date of delivery from the manufacturer or 7 years (84 months) from the date of installation, whichever comes first. The Product should comply with the specified operating conditions as detailed within the Installation Manual supplied with the *Eveready® Energy Vault*. Extended Warranties for Products are available upon request.

### 1.2 Battery Capacity Performance Warranties

Upon the grant of this Warranty (with a reliable internet connection), SolarBOS warrants that the Product shall retain sixty percent (60%) of usable capacity for ten years from the invoice date, or for a minimum total output energy which is calculated from the date of commissioning, whichever comes first.

Model	Usable Energy (kWh)	Minimum Total Output Energy (MWh)
AS1-3KS-5.1	5.12	14.5
AS1-3KS-10.2	10.24	28.4
AS1-3KS-15.3	15.36	40.9
AS1-3KS-20.4	20.48	52.9
B1-5.1-48	5.12	14.5

### Test Conditions for Capacity Performance:

#### Environment Condition:

Ambient temperature: 25°C and ambient humidity: 30%~80%

#### Test Method:

##### Step 1:

Standard charge: charge the battery with a constant current of 20A until the automatic protection cut-off voltage of the battery reaches 54V and the cut-off current reaches 0.02C (2A). Wait for 10 minutes and stop charging the battery.

##### Step 2:

Standard discharge: discharge the battery with a constant current of 20A until the battery discharge cutoff voltage reaches 42V, measure the voltage, current and discharge time of the battery port, and calculate the discharge capacity.

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## Pre-conditions for Warranty

### **This Warranty is subject to the following conditions:**

- 2.1** The failure of the Product must occur within the Warranty Period as described in Section 1.
- 2.2** The Product must be installed, wired, and commissioned correctly by a CEC qualified and licensed installer.
- 2.3** End-User must store, operate, and use the Product strictly according to the User Manual.
- 2.4** Third party or external inverter/ battery pack(s) must not be installed with the Product and the system configuration must comply with the Product Specifications.
- 2.5** The Warranty covers a capacity equivalent to 1 full cycle per day. The Product is not suitable for supplying life-sustaining medical devices and automotive application. The condition for one full cycle: discharges the usable capacity of a fully charged battery and fully charges it afterwards. Micro cycles sum up to full cycles according to the amount of energy charged and discharged.
- 2.6** Any system not working normally due to Product failure, defect or warning must be reported to SolarBOS within 2 weeks of appearance with all related information.
- 2.7** The Product must have its original serial number and rating labels intact and readable.
- 2.8** End-User must provide proof of the original purchase of the Product by presenting the Seller's invoice to SolarBOS along with the Warranty Card in Appendix I of this Warranty.
- 2.9** Proof may be required of correct commissioning of the Product (such as certificate of compliance). Claims for failures due to incorrect installation or commissioning are not covered under this Warranty.
- 2.10** A commissioning report signed by the End-User and the installer for Product commissioning and handling instructions shall be sent to SolarBOS.
- 2.11** The installation of the Product for the End-User shall be completed within a maximum of 3 months from the invoice date.

**Note:** Where a Product or part thereof is replaced or repaired under this Warranty, the remainder of the original Warranty Period will apply to the replacement product. The replacement product or part(s) do not carry a new voluntary warranty.

## Replacement or Repairing Services

SolarBOS warrants to offer repair or replacement services to a Product or any part thereof if such a Product is faulty or defective in manufacturing or materials with conditions as shown in the Warranty.

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- 3.1** In the event that any Product covered by this Warranty is confirmed by SolarBOS as defective or non-conforming, SolarBOS will at its sole discretion replace or repair the defective or non-conforming Product. Any maintenance or replacement shall not be deemed as an extension or recalculation of the Warranty Period.
- 3.2** SolarBOS will be responsible for the approved repair or replacement costs in connection with such non-conforming or defective Products. SolarBOS will become the owner of replaced parts, battery, or Products in exchange for the simultaneous transfer of ownership of the replacement parts, battery, or Product, etc. Unless otherwise agreed by SolarBOS, End-user shall return the replaced parts, battery or Product to the address provided by SolarBOS with original or similar packing boxes within 2 weeks following the replacement date, the cost for the return will be paid by SolarBOS.
- 3.3** For any confirmed replacement case, SolarBOS will in its sole discretion either repair your Product, replace it with an equivalent Product or compensate you with the market price of an equivalent Product at the time of the Warranty Claim. Any Product that is presented for repair may be replaced with an equivalent refurbished Product instead of being repaired. If your Product is repaired or replaced under this Warranty, then the repaired or replaced Product will benefit from the remainder of the original Warranty Period, subject to any rights that you may have under local laws and regulations in your country or region. However, if SolarBOS has discontinued the production of the Product due to technological advancements, SolarBOS will replace the Product with a different type of Product of at least same value or similar functions, although the replacement Product may be a different size, shape, color and/or capacity. Because of technical advancements, it is possible that replacement parts or components may not be compatible with the original components already installed. Any costs relating to the incompatibility of systems is not covered by this Warranty.
- 3.4** Replacement of part, battery components or Products may not be brand new but with quality and specification compliant with the Product specifications.
- 3.5** If the Product(s) are replaced within the Warranty Period, the remaining Warranty Period will be automatically transferred to the replacement Products and the original Warranty Period and promised services to the faulty Product will be expired. In this event, no new certificate will be offered.
- 3.6** For the *Eveready® Energy Vault* Products, it is required that all systems have internet connection for monitoring.

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## **Exclusions of Warranty**

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

- 4.1** If the Warranty Period specified above has expired.
- 4.2** The Product(s) are damaged by the End-User's improper usage, storage, or operation, that does not conform with instructions in the User Manual.
- 4.3** Handling, installing (or removal and/or reinstallation), wiring or commissioning of the Product other than in accordance with instructions in User Manual.
- 4.4** Operation, use or maintenance of the Product without following instructions in the User Manuals or without reasonable care (including failure to maintain/clean the Product in accordance with recommendations in Instruction/User Manuals).
- 4.5** Due to accidental damage, theft or vandalism, or use of the Product for a purpose other than normal applications 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.
- 4.6** As a result of changes which occur in the condition or operational performance of the Product for climate or other environmental influence, foreign material contamination (e.g. smoke, salt and chemicals, etc.), 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 User Manual), exposure to strong vibrations, exposure to a strong magnetic field or damage as result of Force Majeure event.
- 4.7** 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.
- 4.8** As a result of repairs, alterations or modifications to the Product which have been performed by a third party not authorised by SolarBOS.
- 4.9** From the use of any spare parts not manufactured, sold, or approved by SolarBOS in connection with the repair or replacement of Product, or as a result of the interconnection of the Product.
- 4.10** Where the label or serial number of the Product is modified, altered or not readable.
- 4.11** If damage has occurred during transportation.
- 4.12** Other damages not affecting energy generation, and which are of a visual nature (e.g. surface scratching).
- 4.13** Product failure is not reported to SolarBOS within 2 weeks of appearance.
- 4.14** Purchase and installation of the Product in an area other than Australia.

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**4.15** Damage caused by continued use of the Product following the knowledge of a defect.

**4.16** Wrong deliveries, incorrect or damaged packing and transit damage claims are not Warranty Claims.

## **Warranty Claim**

**Note:** 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 and contact SolarBOS to make a Warranty Claim within 2 weeks of the problem being discovered.

### **Process (Step-by-step)**

#### **Step 1:**

End-User shall gather proof of purchase, such as commercial invoice.

#### **Step 2:**

At the time of a Warranty Claim, fill-in the Warranty Card.

#### **Step 3:**

Contact SolarBOS and share all relevant form and related information, which include:

- End-User name, address, postcode and a telephone number that can be reached.
- The faulty model and serial number of the Product (can be found on the casing of Product).
- Commissioning certificate with installation date, installation address and installer's details.
- A complete and detailed list of observed faults and other information which could help with the analysis of the fault (e.g. system configuration methods, videos, pictures, etc.).
- Warranty Card.

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## Costs of Submitting a Warranty Claim

**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.

In case a Warranty Claim is identified or reported as invalid, the costs incurred by SolarBOS or due to the non-applicability of Warranty Claim shall be covered by End-user, including the costs in making the Warranty Claim, transportation cost, or cost for repairing/replacement, etc.

In respect of valid claims under this Warranty, the End-User will not be charged for reasonable costs associated with the making of a Warranty Claim, including Warranty processing costs, the cost of replacement parts or freight, and labour cost associated with the Products removal and installation.

If the Warranty has expired and an End-User requires further Warranty services, SolarBOS will charge for additional services as per the following case scenarios:

Case	Services (Manufacturer)	Services (On-site)
No parts shall be replaced.	Labour and logistics costs (round-trip freight).	Labour and on-site service fees.
Certain parts/equipment shall be replaced.	Labour, material and logistics costs (round-trip freight).	Labour, material and on-site service fees.

**Note:**

**Labour cost:** Labour cost for technician that is responsible for repairing, maintaining, installation (hardware/firmware/software) and debugging services.

**Logistics cost (round-trip freight):** Shipping cost for the failure equipment/parts from the customer's place to SolarBOS factory and the freight from SolarBOS factory to the customer's place.

**On-site service fee:** A fee may be charged for a call out, travel and time costs of technicians present to the site.

**Material cost:** Cost of replacement parts.

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## **Deadlines for Submitting Warranty Claims**

We aim to rectify genuine quality problems as a priority. This is generally achieved by analysing and investigating why defective products have failed and by introducing immediate corrective measures to prevent re-occurrence of failures. It is therefore critical that all claims under this Warranty are promptly submitted to us as soon as the Product fails, and in any event, within 14 days of knowledge of the matter of event giving rise to the claim. No consideration will be given to claims under this Warranty which are made after this period.

## **Product Liability and Product Safety**

We should be informed immediately about any potential product safety concerns within and outside the Warranty Period. We are well aware of our product liability and product safety obligations and responsibilities. It is our aim to ensure appropriate product safety standards are met in order to avoid injury, loss and damage caused by defects in any Product.

## **Miscellaneous**

This Warranty shall form part of the purchase contract in respect of the Product between the system provider and the End-User and shall be complied with by both parties.



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## Warranty Restriction

Unless otherwise specified herein, to the extent permitted by applicable law, the Warranty document and above remedies shall be exclusive and replace all other guarantees and remedies, oral or in writing, expressed or implied. To the extent permitted by applicable law, SolarBOS expressly reject any and all legal or implied Warranty, including but not limited to warranties of merchantability, fitness for a particular purpose and hidden or potential defects. If SolarBOS cannot abandon implied Warranty as prescribed by applicable law or the guarantee specified by applicable laws, all of such guarantees and warranties shall limit to implied Warranty as prescribed by applicable law or the scope within applicable laws and shall be under mandatory application according to applicable law. No distributor, agent, or staff of SolarBOS and/or Eveready Certified Distributors is authorised to make any revision, extension, or addition to the quality Warranty.

The legality and enforceability of remaining clauses herein shall not be affected or damaged if any of clauses herein is adjudged to be illegal or unenforceable. Unless otherwise specified herein, to the maximum range permitted by applicable law, SolarBOS will not be liable for any direct, indirect, special, accidental or derivative losses caused by the purchase or use of Products and its system, including but not limited to the loss of use, loss in income, actual or expected loss in revenue (including contract revenue losses), loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation, personal injury or damage loss, or the indirect or derivative loss.

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## **Applicable Law (ACL)**

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

## **Non-applicability of Warranty Claim**

If the claimants do not comply with the above Warranty terms, SolarBOS will claim for all other expenses incurred by the claimants.

## **Contact Details**

SolarBOS Pty. Ltd. (Importer and Distributor)  
8 Star Energy Pty. Ltd. (Licensor)

**Web:** [www.SolarBOS.com.au](http://www.SolarBOS.com.au)

**email:** [hello@SolarBOS.com.au](mailto:hello@SolarBOS.com.au)

**Tel:** +61 1300 44 45 46

### **Address:**

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Factory 2 / 37-39 Lexton Road  
Box Hill North, VIC 3129, AUSTRALIA