

HV Battery Packs Warranty Document



2024

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1. Purpose

Shenzhen GivEnergy Co., Ltd ('Manufacturer') is the manufacturer of the 'GivEnergy' range of 'BATTERY PACK"s.

GivEnergy Australia Pty Ltd ('Importer') is the importer and Manufacturers' master distributor in Australia.

For the purpose of this Warranty, both the Manufacturer and Importer are jointly referred to as the supplier ('Supplier') of the product.

The retailer or wholesaler entity who sells the products covered within this warranty is referred as the ("Reseller") and the owner or end user is the ('Buyer')

The Supplier (i.e. via its Importer) at Level 1, 1 Queens Rd,Melbourne 3004 warrants that your product is (a) of acceptable quality and (b) does not have any latent defects.

2. Product Types Covered (BATTERY PACK)

GIV-BAT-3.4-HV	HV Battery Pack' 3.4kWh Storage
GIV-BAT-10.2-HV	HV Battery Pack' 10.2kWh Storage
GIV-BAT-13.6-HV	HV Battery Pack' 13.6kWh Storage
GIV-BAT-17.0-HV	HV Battery Pack' 17kWh Storage
GIV-BAT-20.4-HV	HV Battery Pack' 20.4kWh Storage

3. Warranty Conditions

3.1 Warranty Period and Performance Guarantees

When the 'BATTERY PACK' is installed and commissioned by a CEC/SAA approved installer and a GivEnergy certified technician, the warranty will stand to the earliest (i.e. the lesser) of either:

(i) "10 years" from the date of installation.

Installation is defined:

1. The correct physical installation of and of the 'BATTERY PACK' components in strict accordance with the product manual;
2. The connection of the 'BATTERY PACK' to the internet and GivEnergy portal via a functional WiFi, Cellular or hardwired connection.
3. The commissioning of the system on the GivEnergy APP or Portal, which needs to be completed within 30 days of either the mounting of the equipment at the premises or connectivity to the internet, as described in 3.1 (i) 2. above).

(ii) Unlimited throughput with PV only generated self-consumption (no other energy source charging the battery at any stage of the warranty other than for maintenance purposes only).

(iii) a limitation of 10 MWh throughput for each kWh storage capacity within the 'BATTERY PACK'. For instance, the below throughput on each model, being measured on the battery's usable capacity, applies;-

1. GIV-BAT-3.4-HV – 34 MWh
2. GIV-BAT-10.2-HV – 102 MWh
3. GIV-BAT-13.6-HV – 136 MWh
4. GIV-BAT-17.0-HV – 170 MWh
5. GIV-BAT-20.4-HV – 204 MWh

(iv) The 'BATTERY PACK' performs retains at least 70% use of its 13.5kWh capacity during the warranty coverage period.

3.2 Limitation of Warranty Scope

The Suppliers liability under this Warranty shall be limited to replacement or repair using either new or refurbished goods at its sole discretion only once the warranty or performance guarantee claim is approved. Any replacement parts or products will be subject to the remainder of the original Warranty Period. The warranty applies to each 'BATTERY PACK' and the Supplier shall not be liable for any indirect, consequential, or incidental damages (financial or otherwise) arising out of the use or inability to use the Product.

3. Warranty Conditions cont.

3.3 Warranty Transferability and Internet Connectivity

The warranty is transferrable to subsequent owners under the following conditions:

- i. a written request of transfer by the original owner provided to the Supplier
- ii. Proof of ownership
- iii. all equipment remains at the original installation premises
- iv. New owner/s agree to the Supplier's general use and warranty terms and conditions.
- v. Transferring the warranty also requires the new owner to ensure that the 'BATTERY PACK' strictly has continued and constant internet connectivity for monitoring and software upgrade purposes i.e. internet connectivity for a minimum of 90% of the time since initial installation or a continuous outage that must last no longer than 14 days and for the duration the Supplier performs measurement checks and remediation works on the 'BATTERY PACK'. If the 'BATTERY PACK' is not connected to the internet and/or software updates are not performed, the Supplier does not warrant that the 'BATTERY PACK' will be free from faults or defects.

3.4 Performance Measurement

The Supplier may periodically conduct performance measurements. These measurements may also include monitoring the storage capacity, cycle life, and other relevant performance indicators. It is the owner's ultimate responsibility to monitor the performance of the battery.

3.5 Performance Remediation

If the battery fails to meet the guaranteed performance parameters within the Warranty Period or Performance Parameters, the Supplier may take appropriate measures, in our discretion, to rectify the situation. This may include repair, replacement, or other suitable actions to restore the battery's performance to the guaranteed levels.

3.6 Limitations in Use

The 'BATTERY PACK' is not intended to provide primary energy supply to support medical or any other life support equipment. The Supplier, to the extent of the law, will not accept any liability arising from the use of the 'BATTERY PACK' for such unintended use.

3. Warranty Conditions cont.

3.7 Warranty Exclusions

This section identifies what is excluded from the Limited Warranty. To the extent permitted by law, we exclude all liability for the battery and the Product to the extent that any damage, defect, failure or claims have been caused or contributed to by the following:

- a) the battery and/or Products being installed, or replaced, in any way which has not been approved or certified by us or the Supplier.
- b) the battery and/or Products have not been complied with or operated properly accordingly to the 'BATTERY PACK' installation or operation manuals, or other applicable specification.
- c) you treat the battery and/or Product improperly, negligently or in any other inappropriate way, including using the battery and/or the Product outside the recommended temperature and operational conditions in accordance with the Product manual or other applicable specification.
- d) transportation, including but not limited by dropping. trampling. deforming, impacting, or spearing with a sharp item.
- e) abuse, misuse, negligence, accidents or force majeure events. including but not limited to lightning. flood, fire, extreme cold weather. or other events outside our reasonable control; damage caused by connection to the wrong voltage, power outages, electrical power surges, improper supply voltage, water, vermin or insects.
- f) any attempt to extend or reduce the life of the battery and/or Product without our written confirmation, whether by physical means, programming or others.
- g) removal and reinstallation at another place from the original installation without our written confirmation.
- h) wear and tear or deterioration or superficial defects dents or marks that impact the performance of the battery and/or the Product.
- i) theft, vandalism or accidental breakage of the 'BATTERY PACK', or any of its components.
- j) Non supplied Din rail mounted or other components.
- k) Improper storage of the product, if delivered prior to installation.
- l) Incorrect installation or commissioning including but not limited to Insufficient ventilation of the 'BATTERY PACK' (refer manual).
- m) Failure to observe relevant and applicable safety regulations.
- n) Wiring, repair, alteration, disassembly, modification or replacement works on the 'BATTERY PACK' by someone other than supplier certified personnel.
- o) Factory settings that have been modified during the Warranty Period i.e. factory settings are NOT to be modified.
- p) Commercial use as defined by ACL provision.
- q) All components must have their original serial numbers and rating labels legible and intact during the warranty period.
- r) Any maintenance works conducted or arranged by the Buyer eg cleaning the 'BATTERY PACK'.

3. Warranty Conditions cont.

Furthermore, the warranty does not cover:

- Any damages, loss of profits or data
- Any costs or expenses incurred by the customer, owner or user procuring substitute equipment or services

4. Performance Warranty

Exclusions for failing to commission and/or maintain connection to the Suppliers' servers.

In order to provide the full coverage of the Warranty Period, we, the 'Supplier', require the system to be fully commissioned through our portal or app by a GivEnergy certified technician and in accordance with our installations processes. We also require the ability to perform remote firmware updates and system health checks, as per the internet connectivity requirements stated in 3.3 above. If the system is offline for more than 10% of time or greater than 14 consecutive days from the date of installation, the warranty may revert to a 12-month standard warranty from the date of commission.

5. About Service, Product & Parts

Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair goods. Refurbished parts which are of equivalent condition than the defective part is guaranteed by the Supplier as per the date of the original warranty coverage.

6. No Other Warranties

This warranty and performance guarantee are the sole and exclusive warranties provided for the 'BATTERY PACK'. All other warranties, expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, are hereby disclaimed.

7. Compliance with Laws & Regulations

The installation, use, and maintenance of the Product must comply with all applicable laws, regulations, safety standards and in accordance with the product and installation manuals. Failure to do so may void the warranty.

8. Severability

In the event that any provision of this warranty is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9. Warranty Claim Policy

Prior to making a claim, the 'BATTERY PACK' owner should confirm (where possible) via the monitoring portal that the product is performing below its warranted performance. Following this, to make a claim, the customer should contact the Supplier within 1 month of the as soon as a problem is detected and confirmed. Acting immediately will aim to minimise risk and losses and to avoid any further potential damage.

The supplier will remotely access and monitor the system to determine if the system is performing abnormally and below its warranted performance to rectify any issues remotely.

For all claims processing, a Claim Form must be completed with attached Proof of Purchase documentation. If Proof of Purchase Documentation is not available, then contact with the supplier is required for alternative verification – such as confirmation via the manufacturers monitoring portal. The Claim form can be found at the conclusion of this document or on the Supplier/Importers Website:

<https://givenenergy.co.uk/resource-hub/>

www.givenenergy.co.uk

Contact lists on our monitoring portal: www.givenenergy.cloud

9. Warranty Claim Policy cont.

GivEnergy Australia Pty Ltd (Importer)

Phone: +61 1300 GIVENERGY (1300 448 363)

Email: info.aus@givenergy.com

Address: 'Level 1, 1 Queens Road, Melbourne, VIC 3004

Hours of operation: Monday – Friday 09.00am – 5:00pm (AEST time).

GivEnergy Ltd

Phone: 01377 252874

Email: warranty@givenergy.co.uk

Address: Unit 5 Towerhouse Lane industrial estate, Hull, HU12 8EE

Hours of operation: Monday – Friday 09.00am – 5:00pm (standard UK time)

Shenzhen GivEnergy Co. Ltd (Manufacturer)

6#1001, 1002, 1003, 1004 Building 6,

Chuangwei Innovation Valley, No 8 Tangtou 1st Road

Shiyan Sub-District, Bao An District, Shenzhen, China.

The following information will be required in order to lodge a claim;

- Inverter Model and Serial No.
- Battery Model and serial No.
- Wi-Fi/4G Dongle Serial No.
- Name, Address and contact details of the Buyer
- Description of the fault
- Date the fault occurred.
- Contact details of the original installer.

On receipt of the Warranty Claim Form, Supplier will remotely access your system to determine its performance and ascertain any abnormal activity whilst assisting with instructions to rectify any faults. All claims require a claim form for processing. Consumers having difficulties submitting this claim form should contact their Reseller for assistance.

10. Applicable Law

In Australia, 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.

The benefits to the consumer given by the warranty are in addition to any other rights and remedies of the consumer under a law in relation to the goods or services to which the warranty relates. This warranty only applies to the Buyer who have purchased the Products for their own use, use the 'BATTERY PACK' for consumption of energy at their premises and compliance to the other warranty conditions set out in this document.