

SOLARWATT WARRANTY CONDITIONS for "MyReserve" STORAGE BATTERY

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.

A Scope

1. These warranty conditions apply to the *SOLARWATT MyReserve 500* product ("**Product**") which consists of different components, including:
 - a) the SOLARWATT MR PACK 2.2 battery module ("**Battery Module**"); and
 - b) other components such as the housing, the power electronics, cabling and switches.
2. SOLARWATT GmbH ("**SOLARWATT**") provides the End Customer with a Product Warranty (see B.1) and a Performance Warranty (see B.2) set out below. The Performance Warranty (B.2) applies to the Battery Module only and not to other Product components. The Product Warranty (B.1) applies to the Battery Module and the other Product components.
3. The Warranty pursuant to these warranty conditions applies to Products which the End Customer has purchased in Australia. In the event that the End Customer transfers the Product to and operates the Product in a country other than Australia, the Warranty pursuant to these warranty conditions will remain unaffected.
4. The "**End Customer**" is the purchaser of the Product who has obtained it from a dealer of SOLARWATT products (irrespective of whether this dealer belongs to the sales network of SOLARWATT or not) for their own use and not for the purpose of resale or any other type of commercial exploitation or use.

B Warranty

1. SOLARWATT guarantees the End Customer that the Product is free of material and processing defects which have an impact on the Product's correct functioning ("**Product Warranty**"). This Product Warranty applies for a period of five years starting from the date the End Customer purchased the Product, however, for a maximum of five years and six months from the date the Product is shipped from the factory (which will be notified by SOLARWATT to the End Customer on request).
2. SOLARWATT guarantees the End Customer that each installed Battery Module is able to provide a usable capacity equal to at least 80% of the usable capacity available at the time of installation until the earlier of:

- a) ten years starting from the date the End Customer purchased the Product; or
- b) the point in time when 4,100 full cycles are reached.

However, this is limited to a maximum period of ten years and six months from the date the Product is shipped from the SOLARWATT factory (which will be notified by SOLARWATT to the End Customer on request) ("**Performance Warranty**"). A full cycle is reached if the Battery Module of the Product has been completely charged and discharged with an amount of energy corresponding to the usable capacity of the Battery Module (example: a full cycle is reached if the Battery Module is fully charged starting from an initial charging status of 50 % of the usable capacity, discharged by the half of the usable capacity, completely recharged and again discharged by the half of the usable capacity).

3. The Performance and Product Warranties (collectively, the "**Warranty**") are provided exclusively to the End Customer.

C SOLARWATT warranty services

1. If a defect arises during the relevant warranty period, and that defect is a minor failure, SOLARWATT will at its sole discretion:
 - a) repair the Product, the Product component concerned, or the Battery Module at the End Customer's site;
 - b) repair the Product, the Product component concerned, or the Battery Module at SOLARWATT's or a third party's facilities; or
 - c) supply the End Customer with an equivalent replacement Product, an equivalent replacement Product component, or an equivalent replacement Battery Module.

If the original Product, the Product component, or Battery Module is no longer manufactured in series production, SOLARWATT reserves the right to supply a replacement Product, component, or Battery Module which provides the same or comparable functions.

2. If a defect arises during the warranty period, and that defect is a major failure, SOLARWATT will, at the discretion of the End Customer:

- a) perform an on-site repair on the premises of the End Customer;
- b) perform a repair on the premises of SOLARWATT or a third party; or
- c) deliver an equivalent replacement product and/or an equivalent replacement component to the End Customer.

3. The title to the original Product, Product component, or Battery Module which is replaced by SOLARWATT passes to SOLARWATT once the End Customer receives the replacement Product, component, or Battery Module. The title in any components replaced during repair, including Battery Modules, passes to SOLARWATT as well.

4. SOLARWATT bears the transport/shipping costs and the material and labor costs for the provision of the warranty claims in accordance with these warranty conditions.

If SOLARWATT repairs the Product, the Product component, or the Battery Module at SOLARWATT's or a third party's facility or supplies an equivalent replacement Product, an equivalent replacement Product component, or an equivalent replacement Battery Module, SOLARWATT will engage a carrier company who will collect the Product from the End Customer's home at SOLARWATT's risk and expense.

5. If, on inspection, SOLARWATT reasonably determines that there is no legitimate warranty claim, because there was no fault in operation, the End Customer has misused the Product, or the End Customer was aware (or ought to have been aware) that no legitimate fault existed, SOLARWATT reserves the right to invoice the End Customer for any costs reasonably incurred by SOLARWATT and for the services provided.

D Exclusion of the warranty

1. The warranty does not apply to Products, Product components or Battery Modules which are impaired, damaged, or destroyed due to the fact that:
 - a) the End Customer or a third party has not stored or transported these appropriately and professionally;
 - b) they have not been installed, dismantled, or re-installed according to SOLARWATT's installation and operating instructions and according to acknowledged rules of technology;
 - c) they have been operated in contradiction to their intended purpose and, in particular, in contradiction to the installation and operating instructions;

- d) they have not been maintained properly according to requirements, in particular, according to the maintenance instructions in the installation and operating instructions;
- e) the End Customer or a third party has modified them incorrectly or they have been subject to other incorrect action;
- f) they are outside the warranty period; or
- g) they have been exposed to a force majeure, in particular, lightning strike, fire, or natural disasters.

2. The warranty does not cover Battery Modules which are impaired, damaged, or destroyed, due to the fact that they have not been used for more than six months in a Product which was installed in a photovoltaic system and which was operated within this photovoltaic system.

E Provisions on the assertion of warranty claims

1. To be eligible to claim under this additional contractual warranty the Product must be **registered at www.solarwatt.de within three (3) months** of the date the End Customer takes delivery of the Product.
2. The End Customer may only assert a warranty claim against SOLARWATT in writing and by submitting a copy of the original invoice issued by the SOLARWATT product dealer or other proof of purchase. The claim form for End Customers which is available at www.solarwatt.com should be used for this purpose.
3. Further documentation (e.g. photos or records) must be provided to SOLARWATT upon reasonable request from SOLARWATT.
4. If an obvious legitimate warranty Claim arises, the End Customer shall notify SOLARWATT thereof immediately, how-ever within a cutoff period of three (3) months of the relevant fault.

Recognizable transport damages should be reported using the claim form for transport damages, available from www.solarwatt.com.

F Transfer to a new owner

If the End Customer sells and transfers the title to the Product, this warranty is transferred to the new owner of the Product to the extent of the remaining warranty period. The respective new owner is then considered the End Customer for the purposes of these warranty conditions. In this event, this warranty expires for the prior End Customer.

G Liability limitation

To the extent permitted by law, damage claims or claims for reimbursement of expenses against SOLARWATT from or in connection with this warranty or the warranty services are excluded, regardless of the reasons. Where not excluded by law, SOLARWATT is not liable for damages which the Product causes to other legal assets of the End Customer, or for lost profit and turnover, loss of use and production, operational shutdowns, data loss, financing costs or consequential and indirect damages. This also applies if as such damages are incurred by a third party.

H Final provisions

Should individual clauses in these warranty conditions be or become invalid, the validity of the rest of the clauses remains unaffected.

Warrantor:

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