

ELEKTROBANK 14 WARRANTY
EMPOWER ENERGY PTY LTD (ABN 98 654 902 600)

1. PRODUCT WARRANTY

- 1.1. **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.**
- 1.2. Nothing in this Warranty is intended to exclude, restrict or modify any warranty or consumer guarantee which cannot be excluded under the Australian Consumer Law.
- 1.3. This limited Warranty applies to the Product supplied by Empower Energy or its Authorized Reseller to the Customer and installed by an Authorised Installer in accordance with this Warranty. This Warranty is also for the benefit of an End User where the Product has been installed by an Authorised Installer in accordance with this Warranty. Where applicable, references to “Customers” in this Warranty will be taken to be a reference to “an End User”.
- 1.4. The benefit of this Warranty is in addition to any other rights and remedies of a consumer under a law applying to the goods and services to which the Warranty relates.
- 1.5. Subject to the exclusions and limitations in this Warranty including under clause 1.7 Empower Energy warrants that the Product will retain at least 70% of the Capacity (as defined in clause 1.6) for the Warranty Period when used and installed in accordance with manuals and instructions provided by Empower Energy or the manufacturer.
- 1.6. For the purpose of this Warranty:

“Australian Consumer Law” means the Australian Consumer Laws in the Competition and Consumer Act 2010 (Cth).

“Authorised Installer” means an installer accredited by Empower Energy.

“Capacity” means an initial rated capacity of 15.4kWh determined:

- i. at a battery temperature of 25°C;
- ii. at 3kW of power; and
- iii. with all other components disconnected from the Product’s battery.
- iv. At a depth of discharge of 90% according to the BMS (13.86kWh initial energy measured)
- v. Power and energy measured from the battery DC side

“Customer” means the person/s buying the Product from Empower Energy or an Authorised Reseller.

“End User” means the person or entity in whose site, or at a permitted premise, a Product is installed, where the End User purchases the Product directly from Empower Energy, a Customer or from a Reseller.

“Installation Date” means the date on which the Product was installed by an Authorised Installer at the End User’s site.

“Product” means the Empower Energy battery manufactured by Empower Energy and installed at an End User’s site.

“Authorised Reseller” means a supplier authorised by Empower Energy to re-sell the Product.

“Warranty Period” means the period commencing on the Installation Date and concluding :

- i. 10 years later if installed before July 1, 2025, otherwise 8 years later if installed on or after July 1, 2025; or
- ii. the Product reaching an energy throughput of 45MWh.

- 1.7. The Warranty is excluded where:

(a) the Product is outside the Warranty Period.

- (b) the Product is subjected to temperatures or conditions in excess of 50°C or below -10°C.
- 1.8. Empower Energy’s liability under the warranty (excluding a major problem, as defined under Australian Consumer Law) is limited, at Empower Energy’s election, to repair, replace, or refund (as determined under clause 1.9). In the case of a major problem (as defined under Australian Consumer Law), Customers are entitled to select a refund. The period of warranty applying to any repaired or replaced Product will be the remainder of the Warranty Period applying to the original Product (prior to the replacement or repair) and no additional or separate Warranty will apply to the replaced or repaired Product. For the avoidance of doubt, consumer guarantees under the Australian Consumer Law apply to the replaced or repaired Product..
- 1.9. Where Empower Energy elects to provide a refund (other than for a major problem as defined under Australian Consumer Law), the amount of the refund will be calculated as follows:

The refund will be the lesser of

$$Price \times \frac{120 - \textit{Months since Commencement Date}}{120}$$

or

$$Price \times \frac{45 \textit{ MWh} - \textit{MWh throughput}}{45 \textit{ MWh}}$$

For example, if the date is 60 months after the Installation Date (50% refund), and the Product has reached 18 MWh of energy throughput (60% refund) then the refund offered will be a 50% refund.

For avoidance of doubt, no refund will be provided for a warranty claim outside the Warranty Period.

- 1.10. Where the Customer wishes to make a warranty claim, it must notify Empower Energy in writing of the claim and provide Empower Energy with access to the Product so that Empower Energy can undertake testing of the Product’s Capacity to verify the claim. Any such testing will be conducted in accordance with Empower Energy’s testing procedures, and the Customer authorises Empower Energy to install additional telemetry and metering instruments at the premises as required. Empower Energy may charge a testing fee, which will be refunded if the Product’s capacity does not meet the Capacity warranty in this Warranty. To make a warranty claim, you must comply with this Warranty and contact Empower Energy Pty Ltd (www.empowerenergy.com.au) in writing at: Unit 7, 81 Frenchs Forest Road East, Frenchs Forest NSW 2086, or by email empower@empowerenergy.com.au and include details of fault, proof of the original purchase, product name, location of premises, and contact information. Empower Energy’s contact phone number is (02) 8745 8821.
- 1.11. In addition to the limitations in clause 1.12 of this Warranty and clause 1.7 above, to the extent permitted by law, Empower Energy shall not be liable for any defect or damage caused, contributed by or arising from:
- (a) transporting, handling, maintaining or storing the Product other than in accordance with any instructions applying to the Product (including manuals and manufacturer’s instructions);
 - (b) the Product being subjected to temperatures or conditions outside the temperatures and conditions specified by the manufacturer or Empower Energy in respect to the Product;
 - (c) installation or use of the Product other than in accordance with any use and installation manuals applying to the Product including any manufacturer’s instructions;
 - (d) installation of the Products other than by an Authorised Installer or any modification, alteration, disassembly of the Products by any person other than Empower or by a party authorised by Empower;
 - (e) failure of the Customer to keep the location at which the Product is installed, the Product and their surrounds clean and free of obstructions, vegetation, plant matter, vermin and insects;
 - (f) external influences including power failure, surges, fluctuating current, lightning, flood, water penetration, fire, lightning, accidental breakage or physical force;
 - (g) non-naturally occurring ambient temperatures occurring due to the influence of external elements that create artificial heat or cold.

- (h) failure to maintain an internet connection for the Product for an extended period of time.
- 1.12. To the extent permitted by law, Empower Energy shall not be liable for any defect or damage caused, contributed by or arising from the Customer failing to properly maintain or store the Product; installation of the Product other than in accordance with the manufacturer's instructions; using the Product for a purpose other than that for which they were designed; continuing to use the Product after a defect became apparent; failing to follow any instructions or guidelines provided by Empower Energy or the manufacturer; or any damage to the Product caused by wear and tear or an act of God.

2. INSTALLATION LOCATION AND INTERNET

- 2.1. The Customer is solely responsible for:
- (a) arranging (at its own cost) installation of the Product in a location suitable for the installation and operation of the Product in accordance with any manufacturer's specifications and these Terms; and
 - (b) payment of any fees and charges relating to installation of the Product directly to the Authorised Installer in accordance with the Authorised Installer's terms of trade.
- 2.2. Notwithstanding any other clause in these Terms, the Customer is solely responsible for ensuring:
- (a) safe access to the premises and the Product is maintained at all times;
 - (b) the installation location, the Product and their surrounds are at all times kept clean and free of obstructions and debris, vegetation, plant matter, vermin and insects; and
 - (c) the Product and Product's router is connected to the internet at all times (internet access to be supplied by the Customer at their own expense) so that Empower Energy can update the Product through remote firmware upgrades, assist with troubleshooting and verify operation. If the Product is not connected to the internet for a period of time, your Authorised Reseller or Empower Energy may contact you to resolve the connection. If we are unable to establish contact or the system remains disconnected from the internet for an extended period of time we may reduce or nullify your Warranty.

A 4G internet connection is built into the Product that is capable of providing a premium backup service to the site's regular internet connection during disruptions. Unless a separate agreement with the Customer is in place, the 4G connection will be used exclusively by Empower Energy to provide communication to and from the Product for the purpose of supporting emergency or premium operations, including VPP services, and notifying stakeholders of emergency issues.

3. RETURNS

- 3.1. If Empower Energy is required by law to accept return of the Product, then Empower Energy will only accept return of the Product on the conditions imposed by that law. Otherwise, Empower Energy reserves the right to elect to accept non-defective Product for return in which case Empower Energy may require the Customer to pay reasonable handling and transport costs.
- 3.2. Where a return is valid under this Warranty, Empower Energy will cover reasonable expenses not to exceed A\$200 towards the cost of removal, delivery, transport and handling relating to a return, repair or replacement of the Product, provided the method and valid expenses are supplied to Empower Energy prior.