



Warranty

Effective Date: 1st, May, 2016

Applies to: E-KwBe Energy Storage System (the “Product”)

Beneficiary of the warranty; spatial area of coverage of the warranty

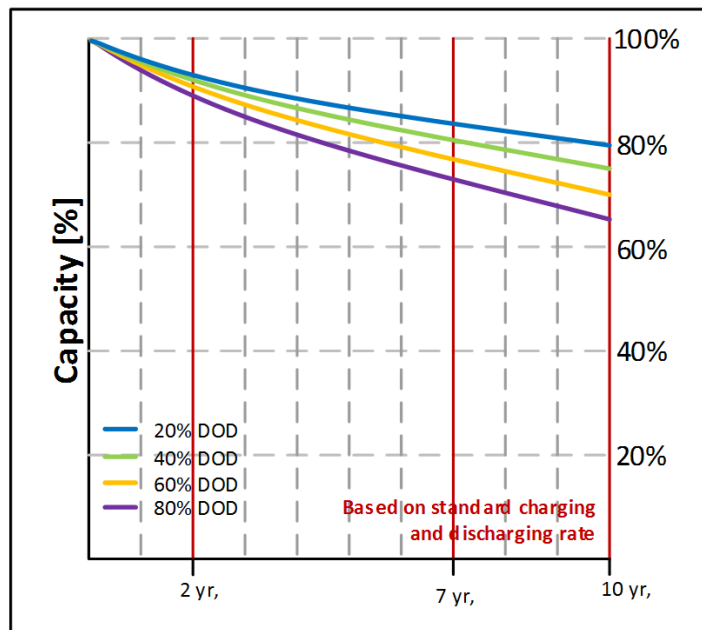
GCL System Integration Technology Co., Ltd in Australia provides the end customer (hereinafter referred to as the “Customer”) with a non-transferable warranty for the Product. The Customer is the natural person or legal entity which acquires the Product for the purpose of on-site use.

Term of Performance Warranty

The Performance Warranty is valid for 7 years (the “Term of Performance Warranty”) and will begin from the date of the invoice which the vendor issues to the Customer for the acquisition of the Product.

Warranty of performance

1. SUPPLIER warrants and represents that the Product will retain at least 75% of the Nominal Energy 2.5kWh/5.6kWh for 7 years from the date of invoice. The term “Nominal Energy” herein means the initially rated capacity of the Product as printed on the label of the Product. The precondition of the valid Performance Warranty shall be as follows:
 - (i) The ambient temperature during the operation of the Product must not fall below 0°C or exceed 45°C; and
 - (ii) The Product should not be exposed to a temperature exceeding 50°C; and
 - (iii) The Product will be configured for daily cycle use; and
 - (iv) The following prerequisites for warranty of performance mentioned below must be met.





NOTE: - The battery internal capacity is larger than the Nominal Energy rating on the label, the 80% DOD represented therefore delivers the Nominal Energy as labelled.

The battery shall have >87% of the initially rated capacity measured 2 years from the Original Installation Date.

The battery shall have >75% of the initial rated capacity measured 7 years from the Original Installation Date.

NOTE: During measurement of the Product's capacity

- **The ambient temperature of the Product shall be $25^{\circ}\text{C}\pm 2^{\circ}\text{C}$**
- **The initial temperature of the battery pods shall be $25^{\circ}\text{C}\pm 1^{\circ}\text{C}$**
- **Power shall be discharged by the Product at 2kW as measured at the 54V DC link from an initial 100% charge capacity**

The installation of the Product shall be completed within twelve (12) months from the date of manufacturing date of the Product

In a case where the Nominal Energy of the Product is not in line with the aforementioned warranted Nominal Energy, owing to any significant defects in materials and workmanship, SUPPLIER may judge, at its sole discretion, and at its option either to repair or replace the defective Product with a new or refurbished Product, these shall be the sole and exclusive remedies provided under this Warranty and shall not extend the period of warranty set forth herein.

In the event the Product is no longer available in the market the SUPPLIER, at its option, may replace it with a different product with equivalent functions and performance or refund the remaining annually depreciated value of the purchase price over the Term of Performance Warranty beginning from the date of invoice as per the Compensation Scheme below.

Prerequisites for warranty performance

The warranty shall be performed only if all of the following conditions are met at the same time:

- This certificate of warranty declaration is present in its original form.
- The invoice for the procurement of the Product indicating the date of delivery is submitted.
- The Customer cooperates in determining whether or not the minimum capacity has been achieved by providing the battery data recorded by the inverter.
- The Product has consistently been used as intended all times.

Exclusion of Warranty

SUPPLIER's warranty shall not cover defects or non-conformities in the Product which are caused



by

- Abuse, misuse, negligence, accidents or force majeure events, including but not limited to lightning, flood, fire, extreme cold weather, or other events outside the reasonable control of SUPPLIER.
- Storage, installation, commissioning, modification or repair of the Product by third party other than SUPPLIER or SUPPLIER's approved agent.
- Failure to install, operate, or maintain the Product in accordance with the Installation and User Manual.
- Any attempt to extend or reduce the life of the Product, whether by physical means, programming or otherwise, without the express written consent of SUPPLIER.
- Removal and reinstallation at a location other than the original installation location, without the express written consent of SUPPLIER.

EXCEPT AS HEREIN EXPRESSLY STATED, THERE ARE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, FOR ANY PRODUCT THEREOF FURNISHED HEREUNDER. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY FOR THE PRODUCT.

IN NO EVENT SHALL SUPPLIER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER FOR ANY REASON (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF EQUIPMENT OR LOSS OF REVENUES) REGARDLESS OF THE LEGAL THEORY ON WHICH ANY SUCH CLAIM MAY BE MADE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Items Not Covered

The Product does not cover

- Normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance of the Product
- Noise or vibration that is not excessive or uncharacteristic and does not impact the Product's performance
- Damage that occurs during shipping or transportation after the Original Sale Date
- Damage or deterioration that occurs after the expiration or voiding of the applicable Warranty period or that is reported more than ten (10) days after the expiration or voiding of such period
- Theft or vandalism of the Product or any of its components

Assertion of Warranty Claims

SUPPLIER appoints the Customers' place of purchase as service center (approved agent) for receiving and processing warranty claims. Upon discovering circumstances which substantiate that the Product is running at a capacity of less than guaranteed Nominal Energy during the Term of Performance Warranty, the Customer must immediately submit the original invoice.



Customer's claims regarding the Warranty hereunder shall be made within 21 days after the Customer detects that the Product has apparently fallen below the guaranteed capacity. As a prerequisite of assertion of warranty claims hereunder, Customer shall be required to submit to the Customer's place of purchase evidencing documents requested by SUPPLIER in accordance with SUPPLIER's instructions to be delivered to the Customer's place of purchase. SUPPLIER will examine the submitted evidencing documents and then will decide whether or not to collect the Product and conduct a further inspection to verify the remaining capacity of the Product. Should the inspection of the remaining capacity indicate that the guaranteed capacity has not fallen below the guaranteed performance level, the costs and expenses associated with such inspection shall be reimbursed by the Customer.

Applicable law

This warranty is subject of the law of the Commonwealth of Australia.

