EXIDE * / ENERGIZING TECHNOLOGIES / ENERGIZING A NEW WORLD www.exidegroup.com

Sonnenschein Pro Series Lithium Warranty

1. Generalities

These Terms of Warranty shall not affect the statutory rights of the customer (warrantee), including but not limited to supplementary performance, cancellation, reduction, damages. These Terms of Warranty apply in addition and supplementary to the warrantee's statutory and contractual warranty rights. The warrantee's statutory rights shall persist even if a case of warranty occurs and/or if the warrantee raises a warranty claim.

2. Warranty

EXIDE provides its immediate/direct customer (warrantee) with a return to base warranty that the products under this warranty are free from defects in the product or its manufacture.

The warranty implies a performance of 6,000 cycles or minimum energy throughput noted below and not more than 10 years of use based at 25°C (note: excess temperature will reduce life)

This warranty assumes the product to be "defective" if its capacity drops below 60% of its design capacity. (The design capacity is established at a battery temperature of 25°C and with the battery being disconnected from the other components of the energy storage system, i.e. from inverters and other consumers.

Warranty is subjected to law of Australian State. 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 purchaser who has purchased the Product for their own use.





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3. Specified performance and warranty:

In case of a warranty claim, the faulty unit needs to be returned and EXIDE will choose to either expertly repair the product or replace it with a new or equivalent product.

Under this warranty, Exide will repair or replace a defective battery as follows:

Stage 1: 2 year Full warranty commencement reference to the date of delivery.

Stage 2: 8 year Pro Rata warranty from years 2 to 10, as per the below chart.

4. Exclusions of warranty

- a). This warranty does not cover defects caused by use not in accordance with it's designed for purpose.
- b). This warranty does not cover adverse effects on the product caused by:
 - The product having been disused and stored for more than 6 months and/or the temperature ranged specified by EXIDE not having been met (the product's on-board system stores the product and storage details);
 - The product not having been installed by a specialist company in accordance with its intended use and/or the installation instructions;
 - The product not having been stored, transported, assembled, installed, operated and/or repaired according to generally accepted codes of practice; the product not having been used as intended;
 - The product having been modified;
 - The product having been opened;
 - Force majeure.
 - c). This warranty only covers immediate damages. It covers neither indirect damages specifically collateral and consequential damages nor personal damage and/or loss of property.

Collateral damages shall specifically include costs incurred by inspection, disassembly and disposal. Neither does it cover any loss of profit, reputational damage, etc.

5. Limited Warranty

- a). The overall liability to pay for warranty claims shall be limited to the purchase price payable by the warrantee.
- b). Satisfying warranty claims shall not start a separate own warranty.
- c). Cost of return and associated site service, installation & removal cost strictly excluded from warranty provisions.

6. Warranty period

The period of this warranty is ten (10) years or 6,000 complete cycles or throughput as detailed in section 2, whichever occurs first. The warranty period commencement is referenced to the date of delivery on the delivery docket.

7. Area of applicability

Applicability of this warranty is limited to Australia and New Zealand, should final installation of these goods be beyond these bounds warranty terms to be negotiated at time of Purchase order.

8. Claiming for damages/warrantor

Damages shall be claimed from Exide Technologies, 135 Nancy Ellis Leebold Drive, Bankstown NSW 2200 Australia.

Damages shall be claimed in writing and provide the following details:

- When was the battery purchased (submit invoice to show date of purchase)

- What is the affected battery's model designation/serial numbers?
- Which defect has occurred?
- When did the defect occur?
- Download and supply the unit report and log to EXIDE for review and assessment.
- EXIDE retains the right as product specialists to repair or replace as seen fit under the warranty terms.

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9. Final provisions

The customer's claims under this warranty shall be limited to the performance specified in section 2 hereof. EXIDE shall not be held liable for delays in the performance specified in section 2 hereof if such delay is caused by force majeure, circumstances not under EXIDE's control.

NOTES:

- In case the inspection reveals that a warranty claim is not justified, the warrantee shall pay the costs the warrantor incurs by the inspection.
- · Stage of life discounts are based on the published and valid Market list price at time of claim.

10. Contact details

EXIDE AUSTRALIA PTY LTD. <u>networkpower@exidegroup.com</u> Telephone: 1300 365 959 135 Nancy Ellis Leebold Drive, Bankstown, Sydney, 2211, NSW.

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