

Powervault – Warranty

Repair and/or Replacement

P O W E R V A U L T

- 1. Purpose:** This warranty for repair and/or replacement of faulty parts is included in the retail price of Powervault Product's sold from 01 October 2023 to customers within the United Kingdom; and until Powervault updates this warranty document ("Warranty").
- 2. Definitions:** In this document, the following terms, which commence in capital letters, have the following meanings:
 - "*Base Product*" - all components and parts that constitute the Powervault Product (e.g. inverter/charger, control boards, enclosure), other than the Battery Pack,
 - "*Battery Pack*" - the Lithium-ion battery pack,
 - "*Battery Pack Cycles*" - the number of cycles indicated on the Data Sheet,
 - "*Data Sheet*" - the document providing product information on the Powervault Product,
 - "*End State of Health*", - the minimum capacity MWh Throughput of the Battery Pack during the Warranty Period expressed as a percentage of its capacity when new,
 - "*Internet Components*" – components provided to establish a connection between the ethernet port on the Powervault and the internet connection provided by the Customer,
 - "*MWh Throughput*" - the aggregate MWh of energy in usable AC kWh that can be discharged from the Battery Pack, for a given model as specified on the Data Sheet,
 - "*Powervault Product*" - the combination together of the Base Product and the Battery Pack,
 - "*Production Date*" - the date recorded by Powervault that the Powervault Product, identified by its serial number, completed its production and manufacturing process,
 - "*Remote Area*" - any part of mainland Scotland which is more than 1.5 hours' drive from either Glasgow city or Edinburgh city, Northern Ireland, the Isle of Wight, the Isle of Man and/or the Channel Islands, or any other location where access is only possibly by boat.
 - "*Remote Area Charges*" - the charges (as advised by Powervault from time to time) to be applied by Powervault for travel and transport costs associated with this Warranty for customers in Remote Areas, and
 - "*Warranty Period*" - the duration of the Warranty (as specified on the Data Sheet) of the Powervault Product which is calculated in calendar months from the Production Date.
- 3. Warranty for Base Product:** Powervault warrants that the Base Product will be free from defects in materials and workmanship for the Warranty Period. If the Base Product proves defective during its Warranty Period, Powervault will (at its sole discretion) either offer to: (i) repair the defective Base Product, or (ii) provide a replacement in exchange for the defective Base Product. Powervault shall be responsible for reasonable postage and shipping costs for replacement parts. Customers in a Remote Area shall be subject to Remote Area Charges for implementation of this Base Product Warranty. No warranty is provided for any Internet Components. Providing an internet connection to the Powervault is the Customer's responsibility. To the extent that Powervault assists the Customer with the provision of any Internet Components then this is on the basis that such components or assistance is provided on an "as is" basis and without any warranty. In the event of an internet connection problem Powervault warranty does not cover any issue which can be demonstrably remedied by eliminating non-Powervault components or Internet Components for example with the use of a hard wired test cable or 4G internet test router.

4. **Warranty for Battery Pack:** Powervault warrants that the Battery Pack will be free from defects in materials and workmanship for the Warranty Period. However a Battery Pack will not be considered as defective if the following circumstances apply: (a) its performance in usable AC kWh measured under test conditions is the same or greater than the End State of Health shown recorded on the Data Sheet; or (b) the Battery Pack has completed its Battery Pack Cycles shown recorded on the Data Sheet; or (c) the Production Date of the Battery Pack as shown on customer sales invoice is more than 10 years old.
5. In case Powervault accepts that a Battery Pack is defective, then Powervault will (at its discretion) either offer to: (i) repair the defective Battery Pack, or (ii) provide a replacement battery pack at a pro-rata cost to the customer or (iii) provide a replacement reconditioned pack at the capacity (in usable AC kWh measured under test conditions) that should be expected, determined by Powervault on the basis of the following table. The pro-rata cost chargeable to the customer will be determined by Powervault on the basis of the following table:

| Years since production date | Pro-rata discount off price of new battery pack | Expected capacity of reconditioned battery pack (as a % of the original usable AC kWh as measured under test conditions) |
|-----------------------------|---|--|
| < 1 year | 100% | 100% |
| 1-2 years | 90% | 96% |
| 2-3 years | 80% | 82% |
| 3-4 years | 70% | 88% |
| 4-5 years | 60% | 84% |
| 5-6 years | 50% | 80% |
| 6-7 years | 40% | 76% |
| 7-8 years | 30% | 72% |
| 8-9 years | 20% | 68% |
| 9-10 years | 10% | 64% |
| 10+ years | 0% | 60% |

Powervault will act in good faith in calculating these values, either providing a like for like replacement with capacity as would be expected as at the date of the warranty claim, or providing a discount reflective of the originally warranted MWh Throughput. All capacity calculations related to this warranty shall be in AC usable kWh measured in test conditions and any nominal DC kWh performance parameters are expressly excluded and disclaimed from this warranty. In the event of a disagreement as to the calculation, Powervault's determination of the pro rata calculation of this Warranty shall be final.

Powervault shall be responsible for reasonable postage and shipping costs for replacement parts. Customers in a Remote Area shall be subject to Remote Area Charges for implementation of this Battery Pack Warranty.

6. **Replacement parts:** Parts, modules and replacement products used by Powervault for Warranty work may be new or reconditioned. All replaced parts, modules and products are, and will remain, the property of Powervault.
7. **Upgrades:** The Powervault Product is an integrated system. If the customer upgrades the Powervault then the warranty parameters (calendar life, battery capacity, cycles, MWh performance, etc) for newly added parts will align to the warranty for the system as originally supplied as if the parts had been fitted when the system was originally installed. Where Powervault has stated that a product is upgradable at the point of purchase, Powervault commits to provide upgrade options for a period of 24 months following the purchase of the product. However Powervault shall not be obliged to provide any such upgrade options after 24 months or to customers who have purchased a product which Powervault has stated that is not upgradeable or to customers who have purchased a second hand product or to customers who have purchased a product from a party who is not an Approved Installer or Reseller of Powervault.
8. **Warranty Claims:** In order to obtain the benefits of this Warranty, the customer must notify Powervault of any

defect within 10 days of the defect becoming apparent and before the expiration of the Warranty Period. Should the defect be reported beyond 10 days of it becoming apparent Powervault may refuse to replace parts damaged as a result of the Powervault Product being allowed to continue to operate with such an apparent defect. Customers will be responsible for the Powervault fees for service visits if service visits are unnecessary for Warranty purposes or are requested by customers for faults which are outside the scope of this Warranty. Customers in Remote Areas will be subject to Remote Area Charges. During the warranty process Powervault may consider various hypotheses as to the cause of the problem but nothing discussed orally by Powervault during the diagnosis process either remotely or during a site visit shall constitute an admission of liability or a promise to replace any specific component. This is because apparent defects may result from site issues outside Powervault's control, or may be rectifiable through changing software or parameters within software. Such issues may not be apparent until the results of the diagnosis process or the results of a site visit can be fully analysed.

9. Exclusions from Warranty: This Warranty shall not apply to any defect, failure or damage caused by improper use or improper or inadequate maintenance and care or improper installation or installation of the Powervault Product other than in full accordance with Powervault's recommendations and instructions from time to time. Additionally, Powervault shall not be obliged to provide service under this Warranty in the following circumstances:

- a. if the Powervault Product is removed or transferred from the original installation location without the written consent of Powervault or by a person who is not authorised by Powervault; or
- b. in order to repair damage resulting from improper use or connection to incompatible equipment of the Powervault Product; or
- c. in order to repair any damage or malfunction caused by the use of non-Powervault supplies with the Powervault Product; or
- d. in order to service a Powervault Product that has been modified or integrated with other products; or
- e. if the Powervault has lost its Internet connection for a period of more than 10 consecutive days at any time during the Warranty Period (other than as a result of a defect in the Battery Pack) and regardless of reason (including but not limited to the customer's firewall settings, physical connection, internet settings, adblockers, internet service provider blocking, etc); or
- f. if the Powervault Product has been used in an environment which does not conform to the specifications in the Data Sheet; or
- g. if the Powervault Product has been improperly stored, if delivered prior to installation; or
- h. if the Powervault Product has incurred damage caused by dust, vermin, insects, birds, pet hair; or
- i. if the defect, failure or damage occurs as a result of acts, events, omissions or accidents beyond Powervault's reasonable control, including damage by the customer or a third party, power outage or electrical failure, theft, war, riot, civil commotion, terrorism, deliberate or malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, water, flood, storm, external thermal, chemical, electrical or electrolytic influences, earthquake, explosions or malicious damage; or
- j. if the defect or non-conformities are caused by normal wear and tear; or
- k. if the Powervault Product has been damaged or the failure has been caused through outdoor installation, outdoor usage, excessive dust, humidity, salt spray, chemical vapours or insufficient ventilation or airflow or excessively high or excessively low temperature or humidity; or
- l. if the Powervault Product has been installed by a non-authorised Powervault installer or purchased from a non-authorised reseller or purchased second hand; or
- m. if the customer or any third party has attempted to reverse engineer, hack into or otherwise compromise the integrity of Powervault software or firmware; or
- n. if the Powervault Product is not used as a battery storage system on a daily cycle basis; or
- o. if the Powervault Product has been damaged during transportation; or
- p. if the subject matter of the claim concerns complaints about the power input or power output, or speed of response or round-trip efficiency, as these can all vary as a consequence of the customer's usage pattern, ambient temperature, local grid conditions, and are subject to minimum and maximum thresholds, minimum and maximum on and off times, and may vary to ensure safe and legal operation; or
- q. if the subject matter of the claim relates to complaints regarding energy or power input or output other than carried out under test conditions as specified in the Data Sheet; or

- r. if the subject matter of the claim relates to the performance of Internet Components provided to establish an internet connection from the Powervault to the customer's internet router or results from firewall settings or internet service provider firewall settings; or
 - s. if the subject matter of the claim relates to a complaint about the accuracy of the grid or solar clamps (both of which vary as a consequence of the physical characteristic of current clamp measurements); or
 - t. if the subject matter of the claim relates to a complaint about the performance of the Powervault derived from information from a 3rd party metering system including second by second measurements and real time displays (which may differ from the Powervault portal as a natural consequence of differing response time, accuracy, and/or averaging methods);
 - u. if the subject matter of the claim results from changes made to the electrical system on site following the installation of the Powervault (for example, where "tripping" of MCB or RCD or RCBO breakers installed upstream of the Powervault in contravention of its installation instructions); or
 - v. if the customer has not followed Powervault's instructions to prevent damage to unit (for example following an instruction to stop using the unit and turn it off; or to leave it turned on and connected to the internet); or
 - w. if the subject matter of the claim relates to the Powervault charging, discharging or charging or discharging at altered rates to ensure the good condition of the batteries, or to protect their state of health by ensuring that they do not fall outside state of charge or temperature specifications or because of rapid fluctuations in the customers energy usage or generation or import or export; or
 - x. to any person other than the person who originally purchased the Powervault Product new from Powervault or from an approved Powervault distributor; or
 - y. for any product which is installed in a location which is not usually occupied by the Customer including but not limited to holiday homes, second homes, remote locations and the like; or
 - z. for any claim whatsoever related to the nominal capacity, which is expressly excluded or disclaimed from all product warranties.
- 10. Powervault General Terms & Conditions:** This Warranty shall not apply if the customer has not agreed to Powervault General Terms and Conditions. This Warranty shall not apply if the customer is in breach of Powervault General Terms and Conditions. Powervault General Terms and Conditions are available here: www.powervault.co.uk/technical/warranty/
- 11. Exclusion of other warranties & rights:** This Warranty is given by Powervault with respect to the Powervault Product in lieu of any other warranties, express or implied. Powervault and its vendors disclaim any implied warranties of merchantability or fitness for a particular purpose. Powervault's responsibility to repair or replace defective Powervault Product is the sole and exclusive remedy provided to the customer for breach of this Warranty. Powervault and its vendors will not be liable for any indirect, special, incidental, or consequential damages irrespective of whether Powervault or the vendor has advance notice of the possibility of such damages.

SUMMARY OF YOUR KEY LEGAL RIGHTS AS A CONSUMER:

This is a summary of your key legal rights as a consumer. These rights are subject to certain exceptions. For more detailed information please visit the Citizens Advice website or call 03454 04 05 06.

The Consumer Rights Act 2015 requires that the product must be as described, fit for purpose and of satisfactory quality.

If upon first delivery of the product (up to 30 days), it is faulty or does not work then you may be entitled to claim a refund or part refund.

If the product cannot be repaired or replaced as described in this warranty document, within the Warranty Period then you may be entitled to claim a refund or part refund.

If despite the repair and/or replacement of the product in accordance with this Warranty, the product does not last for the Warranty Period, then you may be entitled to claim a refund or part refund.