

# PowerVault 3 Year Limited Warranty

## AGM Lead Acid products

A 36 month warranty for replacement of faulty parts is included in the retail price of PowerVault products.

This document outlines the terms of this five-year warranty (hereafter "Warranty"). PowerVault warrants that the product will be free from defects in materials and workmanship for a period of 36 months from the production date ("Warranty Period").

If the product proves defective during this Warranty Period, PowerVault, at its option, will either repair the defective product without charge for parts and labour, or will provide a replacement in exchange for the defective product.

Batteries will not be classed as defective provided that their capacity is greater than 50% of the capacity when new and they have completed less than 500 cycles, or have been used within the product for less than 36 months from the production date, whichever is sooner.

In the case where batteries have failed before 36 months / 500 cycles PowerVault offer the following pro rata replacement: Years 1-2: Free replacement / refurbishment of batteries, Year 3; 50% discount on a new batteries.

Parts, modules and replacement products used by PowerVault for in-warranty replacements may be new or reconditioned to 'like-new' performance.

All replaced parts, modules and products become the property of PowerVault. In order to obtain service under this Warranty, the Customer must notify PowerVault of the defect within 14 days of it becoming apparent and before the expiration of the Warranty period and make suitable arrangements for the performance of service.

Should the defect be reported beyond 14 days of it becoming apparent PowerVault at its option may refuse to replace parts damaged as a result of the unit being allowed to continue to operate with the fault.

This Warranty shall not apply to any defect, failure or damage caused by improper use or improper or inadequate maintenance and care. PowerVault shall not be obligated to furnish service under this Warranty a) to repair damage resulting from attempts by anyone other than PowerVault representatives or their agents to install, repair or service the product; b) to repair damage resulting from improper use or connection to incompatible equipment; c) to repair any damage or malfunction caused by the use of non-PowerVault supplies; or d) to service a product that has been modified or integrated with other products or e) in the event that the PowerVault unit has not been left connected to the internet or PowerVault has received telemetry data for fewer than 90% of the minutely time periods prior to the fault occurring; or f) the product has been used in an environment which does not confirm to the specifications in the product data-sheet; or g) if the defect, failure or damage occurs as a result of acts, events, omissions or accidents beyond PowerVault's reasonable control including 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 h) if the PowerVault was not installed and registered on our portal within 1 month of the PowerVault being delivered to the customer home.

This Warranty is given by PowerVault with respect to the 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 products 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.