

Powervault – Limited Warranty Repair and/or Replacement

1. **Purpose:** This Limited Warranty for repair and/or replacement of faulty parts is included in the retail price of Powervault Product sold from 01 June 2018; and until Powervault updates this Limited Warranty document.
2. **Definitions:** In this Warranty document, the following terms, which commence in capital letters, have the following meanings:
 - “Base Product”* – includes 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,
 - “Data Sheet”* – the document providing product information on the Powervault Product,
 - “Powervault Product”* – the combination of the Base Product and the Battery Pack, and
 - “Production Date”* – the date recorded by Powervault that the Powervault Product, identified by the serial number, completed its production and manufacturing process.
3. **Warranty Data Sheet:** This document outlines the terms of this Limited Warranty (“Warranty”). For each Powervault Product sold to customers, Powervault shall state on its Data Sheet the following parameters which are relevant to this Warranty:
 - “Warranty Period”*, being the duration of the Warranty of the Powervault Product calculated in calendar months from the Production Date;
 - “MWh Throughput”*, being the aggregate MWh of energy that can be discharged from the Battery Pack, for a given model; and
 - “End State of Health”*, being the minimum capacity of the Battery Pack during the Warranty Period expressed as a percentage of its capacity when new.
4. **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 this Warranty Period, Powervault, at its option, will either repair the defective Base Product, or will provide a replacement in exchange for the defective Base Product, without charge for parts and labour. The customer will cover the cost of shipping replacement parts.
5. **Warranty for Battery Pack:** A Battery Pack will not be classed as defective provided their capacity or ‘State of Health’ is greater than the End State of Health and they have completed the advertised MWh Throughput under Warranty; or the Warranty Period has passed.
6. If a Battery Pack capacity drops below the End State of Health before the Battery Pack has delivered the MWh Throughput, and before the Warranty Period has expired, Powervault will supply a replacement Battery Pack at a pro rata cost to the customer, determined and calculated as follows: -
 - a) Powervault will calculate the State of Health by the Battery Pack to determine whether it is above or below the End State of Health.
 - b) Powervault will calculate the MWh delivered by the Battery Pack.
 - c) Powervault will confirm the replacement battery list price (“ReplacementListPrice”) and the MWh rating of the closest new Battery Pack “New MWh Throughput” at the date of the replacement.

- d) Powervault will provide a discount to the customer equivalent to the MWh not provided under the initially warranted Battery Pack. The customer must pay Powervault for the supply of a replacement Battery Pack according to the formula:
 $(1 - (\text{OriginalMWhThroughput} - \text{MWhDelivered}) / \text{NewMWhThroughput}) \times \text{ReplacementListPrice}$
- e) Powervault will act in good faith in calculating these values according to the principle of covering the cost of the originally warranted MWh Throughput. In the event of a disagreement as to the calculation, Powervault's determination of the Warranty shall be final.

An illustrative example of how Powervault applies this Warranty to Battery Packs appears at Annex 1.

- 7. **Replacement parts:** Parts, modules and replacement products used by Powervault for Warranty work may be new or reconditioned. All replaced parts, modules and products become the property of Powervault.
- 8. **Warranty Claims:** In order to obtain service under this Warranty, the customer must notify Powervault of the defect within 28 days of it becoming apparent and before the expiration of the Warranty and make suitable arrangements for the performance of service. Should the defect be reported beyond 28 days of it becoming apparent Powervault at its option may refuse to replace parts damaged as a result of the Powervault Product being allowed to continue to operate with such defect.
- 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. Powervault shall not be obliged to provide 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 Powervault Product; or (b) to repair damage resulting from improper use or connection to incompatible equipment of the Powervault Product; or (c) to repair any damage or malfunction caused by the use of non-Powervault supplies with the Powervault Product; or (d) to service a Powervault Product that has been modified or integrated with other products, or (e) in the event that the Powervault Product has not been left connected to the internet or Powervault has received telemetry data for fewer than 90% of the minute time periods prior to the fault occurring in the Powervault Product; or (f) the Powervault Product has been used in an environment which does not conform to the specifications in the Powervault 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.
- 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 document, the product does not last for the Warranty Period, then you may be entitled to claim a refund or part refund.

ANNEX 1 ILLUSTRATIVE EXAMPLE OF WARRANTY FOR BATTERY PACK

A customer purchases a Powervault Product(s) with the following Warranty parameters:

Warranty Period:

- 120 months from manufacture;
- MWh Throughput: 50 MWh;
- End State of Health: 70%

At 96 months, the Battery Pack falls to 65% State of Health, but the Base Product is continuing to operate in accordance with the technical specifications detailed in the Data Sheet. The Battery Pack has delivered 40MWh of Throughput within a 96-month period. Powervault will therefore provide a replacement Battery Pack. There is no requirement on Powervault to repair or replace the Base Product. The replacement price for the new Battery Pack at the date of failure is £3,000. The closest replacement Battery Pack to the original size is 60MWh.

Powervault supplies the 60MWh replacement Battery Pack to the customer.

The customer pays $(1 - (50\text{MWh} - 40\text{MWh}) / 60\text{MWh}) \times \text{£}3,000 = \text{£}2,500$ for a new Battery Pack.

