

WARRANTY LETTER FOR HENGTONG ESS RESIDENTIAL PRODUCTS

Important Note: Australian Consumer Law

If you have purchased your product in Australia, you should be aware that:

The warranty is provided in addition to other rights and remedies held by a consumer at law.

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.

Products

Subject to the terms and conditions detailed below, Hengtong ESS provided product warranty(**the Warranty**) for the following products(**the Products**):

- HTBP-48V100

Scope of Warranty

This Warranty only applies to newly purchased Products which have not been installed for any purposes before.

This Warranty is non-transferable except: where the Products are installed in a building, this Warranty will then transfer to any subsequent purchaser of that building or of the Products so long as the Products remain installed.

This Warranty only applies where Products have been installed by a properly certified battery installer (CEC approved), and correctly followed the installation manual.

Warranty Period

1.1 Product Warranty

Hengtong ESS shall warrant below mentioned goods/items to be supplied shall be new and free from all defects and faults in material, workmanship and manufacturing shall be consistent with the established and generally accepted standards for material of the type ordered, and will perform in full conformity with the specifications and drawings. Hengtong ESS shall be responsible for any defects that may develop under the conditions provided by the requirement and under proper use.

Hengtong ESS is pleased to provide **5-years warranty period (according to the contract)** or **6000 cycles (@25°C@0.5C@80%DOD)** whichever comes first for the Products conditionally. The warranty is commenced from (i) the date of installation or (ii) 4 months after manufacturing date of the product, whichever is earlier.

Within the warranty period, Hengtong ESS warrants that the Product retains at least 70% of Usable Capacity after 6000 cycles.

Warranty items and Conditions

- Requirements for operational environment:
 - Optimum operating ambient temperature is 15°C~35°C, 0~50°C for charging and -10~50 °C for discharging, otherwise it needs to re-evaluate warranty years:
 - The accumulative for temperature from 35°C - 60°C will not exceed 300 hours per year.
 - The ambient temperature must not be lower than -20°C when the battery is discharging.
 - The ambient temperature must not be lower than 0°C when the battery is charging or standby.
 - Hengtong ESS will not be held responsible that site ambient temperature exceeds 60°C.
- Battery operation must follow the requirements of Operation Manual from Hengtong ESS.
- It is required that the Products have internet or 3G/4G connection for service purpose. When a warranty claim is made against the Products that have no internet connection, the owner of the Products is obliged to organize a qualified person to conduct an on-site inspection and data collection under the instruction of Hengtong ESS. Any defects found and reported during or in respect of a period when there was an internet outage should be accompanied by sufficient evidence (including photographs where relevant) to enable sufficient investigation into the defect and, where possible, show that such issue was not caused by the internet outage itself.

Subject to below, Hengtong ESS will, at its sole option, repair or replace the Products or any part thereof, if such Products are faulty or defective in manufacture or materials.

Hengtong ESS will endeavor to replace any Products which require to be replaced under this Warranty with products of equivalent appearance, size, and functionality on a like for like basis. Replacement of Products may not be brand new but with quality and specification compliant with the Product specifications. Where this is not feasible,

due to technological advancements, Hengtong ESS will supply another type of product of at least the same value and standard, although it may be of different size, shape, color and capacity.

If the Products are replaced within the Warranty Period, the remaining Warranty Period will be automatically transferred to the replacement products, and the ownership of the replaced components is owned by Hengtong ESS.

The Warranty does not cover:

- any costs incurred by the end-user or the installer in normal or scheduled maintenance of the Products;
- any other costs such as transportation (other than delivery costs of parts or Products replaced under this Warranty to the original purchaser), travelling and accommodation cost of persons for on-site support etc.;
- subject to any law to the contrary, any damage to property, personal injury, direct or indirect loss or other expenses arising from breach of this Warranty;
- any costs in making the warranty claim.

Exemption Clause

- In any case, any claim for quality must be within the warranty period.
- If the quality damage of the product is caused by the following reasons, the warranty is no longer valid:
 - External power supply failure;
 - The Product being installed with inverters or other similar charged equipment which have not been certified by Hengtong ESS;
 - The Product has been connected to different type battery modules;
 - Negligence in storage, transportation or operation;
 - Products are misused in other application environments;
 - Self-modifying, disassembling and assembling without training or commission;
 - Damage caused by natural forces, force majeure or factors beyond control, such as earthquakes, typhoons, tornadoes, volcanic eruptions, floods, lightning, heavy snow, wars, etc.;
 - If product's serial number has been changed, moved, or obscured, it will no longer be guaranteed;
 - Normal wear and tear or deterioration, or superficial defects, dents or marks that impact the performance of the Product;
 - Theft or vandalism of the Product or any of its components.
 - If the product is installed or operated outside of a closed space or when the product is exposed to weather conditions not as required;

- Reinstallation at another place from the original installation without agreement from Hengtong ESS;
- When the product is exposed to weather conditions not as required.

In case a warranty claim is reported which shows not to be valid, the costs incurred by Hengtong ESS or Hengtong ESS Authorized Service Partner due to this non-applicability of warranty claim shall be covered by Product Owner.

Out of Warranty

As for the service for the Products out of Warranty, Hengtong ESS agrees to provide certain after sales service to Product Owner upon the written request addressed to Hengtong ESS Authorized Service Partner, and all the costs and expenses which include but not limited to the materials, parts or labour costs, shall be borne by Product Owner. In this case, Product Owner shall provide detail description of defects so that Hengtong ESS or Hengtong ESS Authorized Service Partner is able to detect whether such defect can be cured or not. For the avoidance of doubt, in no event will Hengtong ESS be liable for the service out of warranty, and this Section will not constitute the promise of Hengtong ESS to provide such service out of warranty.

Warranty Restriction

Unless otherwise specified herein, to the extent permitted by applicable law, the Warranty Letter and above remedies shall be exclusive and replace all other guarantees and remedies, oral or in writing, expressed or implied. To the extent permitted by applicable law, Hengtong ESS expressly reject any and all legal or implied warranty, including but not limited to warranties of merchantability, fitness for a particular purpose and hidden or potential defects. If Hengtong ESS cannot abandon implied warranty as prescribed by applicable law or the guarantee specified by applicable laws, all of such guarantees and warranties shall limit to implied warranty as prescribed by applicable law or the scope within applicable laws and shall be under mandatory application according to applicable law. No distributor, agent or staff of Hengtong ESS and / or Hengtong ESS Authorized Service Partner is authorized to make any revision, extension or addition to the quality Warranty. The legality and enforceability of remaining clauses herein shall not be affected or damaged if any of clauses herein is adjudged to be illegal or unenforceable.

Unless otherwise specified herein, to the maximum range permitted by applicable law, Hengtong ESS will not be liable for any direct, indirect, special, accidental or derivative losses caused by the purchase or use of Products and its system, including but not limited to the loss of use, loss in income, actual or expected loss in revenue (including contract revenue losses), loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation, personal injury or damage loss, or the indirect or derivative loss or damage (including any expense arising from the replacement of equipment and property, resumption of production, etc.) caused by any reasons.

HENGTONG ESS'S LIABILITY FROM ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID BY PRODUCT OWNER TO HENGTONG ESS FOR SUCH PRODUCT GIVING RISE TO THE LIABILITY. EXCEPTED FROM THIS IS LIABILITY ON THE GROUNDS OF CULPABLE INJURY TO LIFE, PHYSICAL INJURY OR INJURY TO HEALTH AND THE MANDATORY LIABILITY FROM INTENT OR GROSS NEGLIGENCE.

Importer Contact Details

The warranty is offered by Hengtong Cable Australia Pty. Ltd., Westend on Sixth, Level 1, 74 Smith Street, Southport QLD 4215.

Please feel free to contact +61 07 5636 6060 or sales@hengtongaustalia.com if any questions.

Manufacturer Contact Details

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