

Terms of guarantee

This guarantee is effective as of 1st January 2017, for all SENECS energy storage systems from the date of commissioning, valid in each case for Australia to the maximum extent permitted by law.

PLEASE NOTE: the guarantee applies exclusively to a SENECS energy storage system (hereinafter referred to as the "Product") which is permanently connected to the internet and applies strictly to the extent the conditions listed below are met.

A. 10-year product guarantee on storage electronics (excluding the battery)

- (1) The Deutsche Energieversorgung GmbH (hereinafter referred to as the "Guarantor") guarantees the end user of the Product (hereinafter referred to as the "Holder of the guarantee") that the Product's storage electronics shall remain free from material and processing defects which impair its functionality for the duration of a guarantee period of 10 years starting from the date on which the Product was initially installed. Exceptions to this are wear and tear, as well as improper use of the Product according to the conditions specified in point D.
- (2) A guarantee claim may be made if the electronics become defective within 10 years of the date of the Product's initial installation.
- (3) The electronics shall be considered "defective" for the purposes of this guarantee if they no longer exhibit the quality which the Holder of the guarantee may reasonably expect according to the description of the Product from the Guarantor.
- (4) The Holder of the guarantee may request maintenance work on the electronics (excluding the battery) at the expense of the Guarantor. The electronics shall be considered repaired when they once again exhibit the quality which the Holder of the guarantee may reasonably expect according to the description of the Product from the Guarantor. For the purposes of maintenance, the Guarantor is also entitled to exchange the Product (excluding the battery) for a Product (excluding the battery) of the same type and quality upon handover of the defective Product (excluding the battery).

B. Guarantee for the battery

- (1) The guarantee protecting the battery is limited to 10 years starting from the date on which the Product was initially installed and a maximum number of total charge cycles of the battery, which can be found in the respective data sheet for each specific product. The battery is a rechargeable battery, i.e. an energy storage unit where energy is converted into chemical energy and then back into electrical energy.
- (2) A guarantee claim may be made if the battery is defective within the period of guarantee. The battery is considered "defective" for the purposes of this guarantee if its capacity falls below 80% of its nominal capacity (C5) at a battery temperature of 25 °C when running separately from the rest of the Product, that is, without connection to an inverter or other consumers, according to the respective data sheet for the Product.
- (3) If a guarantee claim is made, the end customer may demand that the Guarantor reimburse them for the present value of the defective battery (present value guarantee). The Guarantor shall reimburse 100% of the gross acquisition value of the battery minus any discounts and tax refunds etc. in the case of claims made under the protective guarantee in the first five years after the date of the Product's initial installation. For claims made in the five years following the first five years mentioned above, the Guarantor shall reimburse the present value of the battery.
- (4) The present value of the battery is calculated by means of a straight-line depreciation assessed annually over the second five year period, starting from five years after the initial installation of the Product. The initial value used in the present value calculation shall amount to 5/10 or 50% of the basic price according to point B (5). The annual depreciation over the period of these five years shall amount to 1/5 or 20%.
- (5) The calculation is based upon the gross purchase price (less any discounts and tax refunds) of the battery (without storage electronics/enclosure or other peripheral equipment) which amounts to AUD 300.00 gross per usable kilowatt hour (kWh) in accordance with the data sheet for lead-acid batteries, and AUD 650.00 gross per usable kilowatt hour (kWh) in accordance with the data sheet for lithium-ion batteries, each including the respective valid GST.
- (6) Optionally, within the first five years of the initial installation of the Product, the Holder of the guarantee may demand the replacement of the battery. For this purpose, the Guarantor may exchange the battery for one of the same type and quality upon handover of the defective battery.

C. Common guarantee provisions

- (1) The Holder of the guarantee must present their claim to the Guarantor (e.g. by post, fax or e-mail) no more than 14 days after they have detected a defect or ought to have detected a defect:

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Wittenberger Straße 15

04129 Leipzig

Germany

Fax: +49 (0) 341 / 870 57 300

E-mail: service@senec-ies.com

- (2) The performance of guarantee services does not extend the period of guarantee. The existing period of guarantee shall apply to newly installed or delivered products and/or component parts. The Guarantor does not grant an additional guarantee for newly installed or delivered products and/or component parts. Claims may not be made under the guarantee once the period of guarantee for the relevant Product has expired.
- (3) Any data protection and additional safeguarding of data are not included under the guarantee. The Holder of the guarantee is obliged to secure existing data against loss, damage or destruction before handing the Product over to the Guarantor or their authorized representatives.

D. Restrictions and exclusions on the guarantee

The guarantee is independent of the vendor's warranty obligation (if any) expressly stated in any purchase agreement with the end customer and does not affect it.

- (1) Any claims by the Holder of the guarantee shall be excluded in the following cases:
- a) Improper use.
 - b) Installation carried out in an improper, unprofessional or non-standard manner, or that is non-compliant with the Guarantor's installation instructions or directions.
 - c) Control and operation conducted in an improper and/or unprofessional manner or contrary to the Guarantor's operating instructions and directions.
 - d) Operation with defective safety devices.
 - e) The Holder of the guarantee has stored the battery for longer than three months with a state of charge < (lower than) 90% for lead and < 40% for lithium-ion batteries.
 - f) Unauthorised modifications or repair work of any type which were not performed by a qualified electrician specially trained for such tasks.
 - g) Use of replacement parts and accessories which do not comply with the original specifications of the Guarantor.
 - h) Removal, damage to or destruction of the identification plate or the seal affixed by the Guarantor.
 - i) Impact by foreign objects or force majeure.
 - j) Non-compliance with the relevant safety regulations.
 - k) Damage in transit.
 - l) Lightning strike.
 - m) Lack of regular maintenance as per the Maintenance Conditions (**DOES NOT APPLY TO LITHIUM-ION BATTERIES**).
 - n) Failure to complete the system registration of the Product at www.mein-senec.de.
 - o) Culpable neglect of software updates.
 - p) **NO PERMANENT INTERNET CONNECTION.** The Holder of the guarantee is obliged to provide an operational permanent internet connection at their own expense, to which the system is continuously connected and through which an ongoing exchange of data is ensured. Temporary disturbances in the internet connection will not void the guarantee if the Holder of the guarantee takes corrective action immediately upon receipt of such knowledge. The Holder of the guarantee shall bear any costs associated with this. If the internet connection is disrupted for more than 14 calendar days in a row, then it shall no longer be considered a temporary disturbance, unless the Holder of the guarantee provides evidence to the contrary. Recurring interruptions which are separated by an uninterrupted period of at least four weeks will not be aggregated.
 - q) **NO PERMANENT POWER SUPPLY.** The Holder of the guarantee is obliged to ensure a permanent power supply to the Product at their own expense. Temporary disturbances in the power supply will not void the guarantee if the Holder of the guarantee takes corrective action immediately upon receipt of such knowledge. The Holder of the guarantee shall bear any costs associated with this. If the power supply is disrupted for more than 14 calendar days in a row, then it shall no longer be considered a temporary disturbance, unless the Holder of the guarantee provides evidence to the contrary. Recurring interruptions which are separated by an uninterrupted period of at least four weeks will not be aggregated.
- (2) All further claims against the Guarantor, in particular claims for damages on account of loss of profit, compensation for usage and assembly costs for the installation and removal as well as transportation (delivery and return) are excluded.
- (3) Furthermore, the Guarantor's total liability from this guarantee is limited to the gross purchase price paid by the end customer for the Product, according to their invoice.

E. Data protection

The Guarantor collects, processes and uses the data provided by the Holder of the guarantee and their Product for the fulfilment of these guarantees (and may, where applicable, transfer this data to skilled electricians appointed by the Guarantor to perform maintenance).

F. Costs should the guarantees not apply

If guarantee claims are asserted against the Guarantor and it transpires that there is no entitlement to a claim, the verifiable causal costs arising in connection with the assertion of the claim and the examination of the Product shall be borne by the Holder of the guarantee and the Guarantor shall be reimbursed where necessary.

G. Other provisions

- a) Claims asserted by the Holder of the guarantee under this guarantee policy may only be ceded to third parties with prior written consent of the Guarantor.
- b) Should the Product be resold by the end user, this guarantee shall be passed from the end user to the new owner of the Product for the remainder of the existing guarantee period. The respective new owner shall then be considered the end user for the purposes of these Guarantee Conditions.
- c) In this case, the guarantee granted to the original end user shall be deemed void.
- d) Where applicable substantive laws of the Federal Republic of Germany shall apply to these guarantees. The application of the Vienna UN Convention on Contracts for the International Sale of Goods from 11th April 1980 is excluded.

Version: 1st January 2017

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