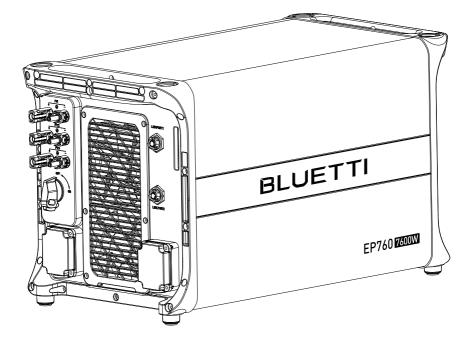
Limited Warranty

# for BLUETTI EP760 Energy Storage System

(For Australia)





## **Scope of Application**

This Limited Warranty applies to the EP760 Energy storage system and/or any products and parts embedded therein, which contains the energy storage inverter EP760 and battery B500, installed in Australia on or after June 1st, 2023 (the "Product"). The Limited Warranty will not limit the rights of the distributor or end user relating to malperformance under the statutory law.

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## **1. Limited Warranty**

#### 1.1 Warranty Start Date

Generally, the warranty start date is the first day after three (3) months from the production date of the Product (please refer to the appendix 1 of this limited warranty for the production date). However, if the end-user (the "**Buyer**") can provide written documents (such as invoices or receipts) to prove the purchase date of the Product from BLUETTI or distributor, and if the time from delivery to installation does not exceed one month, the Buyer can choose the installation date or the first day after one month from the purchase date as the warranty start date (the "**Warranty Start Date**").

#### 1.2 Product warranty

BLUETTI warrants that the Product shall be free from defects in materials or workmanship as follows:

a)For fans and WiFi modules the guarantee shall be for a period for 60 months from the Warranty Start Date.

b)BLUETTI guarantees that the Product shall reach the aggregate energy throughput as listed below under the correct use conditions specified in BLUETTI EP760 energy storage system user manual (the "Aggregate Energy Throughput") for a period within 10 years of the date of Warranty Start Date (the "Warranty Period").

c)The following table lists the supporting models and Aggregate Energy Throughput in EP760 energy storage system under ambient temperature range of -20 °C to 50 °C:

Product Model	Warranty Period	Aggregate Energy Throughput(MWh)
1*B500	10 years from warranty term commencement date	18.25
2*B500	10 years from warranty term commencement date	36.50
3*B500	10 years from warranty term commencement date	54.75
4*B500	10 years from warranty term commencement date	73.00

Throughout the aggregate energy throughput life limit (or 10 year limit--whichever limit is reached first), the B500 shall maintain a minimum usable energy capacity of 70% of the new value of the usable energy capacity (4416 Wh x 0.7 =3091 Wh).

The value of the B500 minimum usable energy capacity for each B500 unit shall be measured on the following conditions by BLUETTI:

1)Ambient temperature: 72°F-82°F(22°C-28°C)

2)Initial battery temperature from the BMS: 72°F-82°F(22°C-28°C)

3)Wait 2 hours.

4)Discharge a single battery B500 with a constant current of 0.3C 15A (+/-1A)

until the battery reaches 93V or its minimum capacity.

5)Wait 10 minutes.

6)Charge a single battery to its maximum capacity with a constant current of 15A (+/-1A) and a constant charge voltage.

7)Wait 10 minutes.

8)Discharge the single battery with constant current of 15A (+/-1A) until it reaches 93V or its minimum capacity. When discharge is complete, record the average current, average voltage, and elapsed time.

9) Current and voltage measurements are taken at battery side of power interface. The individual battery usable energy capacity is the product of the elapsed time, average current, and the average voltage. The usable energy capacity for the entire system is equal to the sum of the usable energy capacity for all batteries in the system.

#### Test value list:

Product Model	End of discharge voltage(V)	Constant charge voltage (V)	Constant current (A)
B500	93	108	15

#### 1.3 Warranty Limitations

In the event of a warranty exclusion as described in Section 4 below, the Standard Warranty shall not apply.

### 2. Obligations

2.1 The Buyer shall use and maintain the Product in accordance with the user manual, maintenance guidelines and other documents.

2.2 If, during the Warranty Period and under normal use of the Product, defects, damages, or other quality problems are found, the Buyer shall notify or contact its "distributor" or local branch of BLUETTI within 30 days of the Buyer becoming aware of the defect or deterioration.

2.3 If the machine or its parts are to be returned to BLUETTI, the Buyer must pack them in the original manner or in an equivalent manner. Shipment and delivery are at the sole risk of the Buyer and BLUETTI bears no obligation to rectify or compensate any loss or damages suffered therefrom.

## 3. Warranty Declaration

**3.1** If the Buyer intends to make a claim for a quality defect in the Product under section 1.2 or 1.3, the Buyer shall provide BLUETTI with the following information or documentation (this information will help the after-sales service team to deal with the problem of the Product)

1)Provide the order number of the Product at the time of purchase.

2)Date of purchase, date of installation.

3)Description of the defect, failure and time of occurrence, including video, pictures, etc.

4)Product provides for at least 3 serial number

a) Serial number of all batteries.

b) Serial number of the energy storage inverter.

c) Serial number as disclosed in the appendix 1.

5)Other information required by BLUETTI to identify defects and their causes (e.g. error codes, defect descriptions and other information)

6)Name and address of the "certified installer" or "distributor"

**3.2** In case of quality problems during the Warranty Period, BLUETTI has the right to decide whether it fulfills the Standard Warranty by means of (i) free repair or (ii) parts replacement or (iii) product replacement with refurbished or new product (for discontinued products, BLUETTI will provide refurbished or new products of the replacement model).

3.3 The replaced products or parts remain in the property of BLUETTI.

**3.4** The Buyer shall allow a reasonable time for BLUETTI to repair the malfunctioning equipment.

**3.5** After returning to the factory for identification, BLUETTI reserves the right to charge the service fee based on a proposal by BLUETTI if it is finally confirmed to be a non-product quality problem and not covered under product warranty.

**3.6** During the Warranty Period, the repair or replacement of parts/Product will not extend the Warranty Period of the original Product. If the remaining Warranty Period of the original Product is less than one year, the replacement parts/Product will have a warranty period of one year.

**3.7** Neither the seller of the Product nor any other person is authorized to make any warranty on behalf of BLUETTI (except as contained herein), or to extend the period beyond the above.

#### 3.8 Remedies for breach of warranty

The Standard Warranty for the repaired Products is valid if repair or replacement has been performed by BLUETTI's designated personnel. During the Warranty Period, if the Products are no longer commercially available, BLUETTI may, at its own discretion, complete the replacement with a replacement device of equivalent function and performance or propose to Buyer the refund of the remaining depreciated value of the Product according to the compensation plan below. The purchase price of the Product is the price paid by the Buyer in the local currency at the time.

#### Compensation Scheme (For performance warranty)

- Residual value in [local currency] = purchase price in [local currency]/120 x (120 operating time in months since installation)
- From the 121st month onwards, no Standard Warranty will be provided.

## 4. Warranty Exclusions

This Warranty does not apply to any defect or failure of performance that includes or is caused by any of the following.

1) The Product is not installed and/or repaired by BLUETTI's certified installers,

2) The Warranty Period for the Product has lapsed due to time or aggregate energy throughput limitation

3) The Buyer fails to notify BLUETTI or a BLUETTI authorized service partner ("BLUETTI Partner" or "BLUETTI Partners") of the defect or deterioration within 30 days of the Buyer becoming aware of the defect or deterioration.

4) Failure to comply with product user manuals, maintenance guidelines and other products on the use of the Product as set out in section 2.1 above.

5) Shipping damage (including scratches caused by movement of the inner packaging during shipping). In this case claims shall be raised directly to the shipping company or insurance company as soon as possible and obtain identification of damage such as container/package unloading; malfunctions caused by the shipping process (including scratches caused by the shipping process on products in factory packaging)

6) Failure of or damage to the machine caused by installation, repair, alteration or disassembly without BLUETTI and/or not by BLUETTI's authorized personnel.

7) If the Product has been out of operation for 6 months or more.

8) If the Product is not manufactured by BLUETTI.

9) If the Product is not transported, stored, installed, assembled, fastened or wired in accordance with the official installation manuals and data sheets of the Product.

10) Defects or performance failures of the Products due to misuse, intentional misconduct or negligence of the Buyer.

11) Buyer uses the Product in violation of applicable laws and safety regulations, including national, state, or local government laws or regulations.

12) Damage caused by abnormal voltage (such as excessive voltage, abnormal power failure) or computer virus infection.

13) The Product is damaged due to improper storage. Failures and damages caused by unforeseen or human factors or force majeure, such as storms, earthquakes, floods, lightning, overpressure, pests, fires, theft and weak signals

causing monitoring failures.

14) The identification information (trademark, barcode, model) on the Product is not clear, deliberately damaged or stained, or indelible marks (such as paint) are made on the identification information.

15) The Products are used or installed in places where vibration is expected to occur. For example, aircraft, boats, cars, or trains.

16) Failure of the Product caused by the connection to incompatible test equipment (such as DC (direct current) analog power supply).

17) Product failures not caused by the quality of the BLUETTI Product itself, including but not limited to failures caused by the use of non-BLUETTI original parts, failures caused by third party software or hardware incompatibility, etc.

18) Products authorized for trial, testing, training or demonstration purposes only.

19) Products purchased from sources not authorized by BLUETTI and Products purchased from overseas sales channels shall not be covered by the warranty in the home countries of the Buyer.

20) Products used to power medical equipment or life support equipment.

21) The Products used in facilities with radiation control, nuclear reactors, and facilities related to nuclear safety or nuclear power uses, as well as facilities that may have direct contact with patients.

22) The Product is applied to non-residential fixed storage applications;

23) In outdoor installation, Product is exposed to direct sunlight and rain.

24) The maximum temperature of the environment where the Products are located is above 50 °C for more than 5 hours at a time.

25) The minimum temperature of the environment where the Products are located is below -10  $^{\circ}$ C for more than 7 days at a time or below -20  $^{\circ}$ C for more than 24 hours at a time.

26) The Products are installed indoors within 1km of the coastline or outdoors within 2km of the coastline.

## 5. Warranty Exemption

5.1 During the BLUETTI Standard Warranty period, BLUETTI bears the material and logistic costs for the repair of parts or the replacement of the whole machine due to product quality problems (including the dispatch of replacement machines/parts and the recovery of faulty machines/parts) BLUETTI and BLUETTI Partners shall not be held liable for any direct or indirect losses of the Buyer due to the unavailability of the equipment or business interruption as a result of Product failure.

5.2 In no event shall BLUETTI be liable for any consequential, incidental, special or punitive damages (including, but not limited to, damages for loss of profits, damage to goodwill or business reputation, or delay damages) arising out of the Product or its installation, use, operation or non-operation, or for any defect or breach of warranty, whether based on contract, warranty, negligence, strict liability or any other theory. including where expressly agreed by contract, etc.

5.3 The photo-voltaic energy storage project involved must be reported to the local authority. BLUETTI is not responsible for the risks and fines arising from the use of our products where not properly reported. For a properly reported energy storage system, fines caused by BLUETTI negligence our responsibility shall not exceed the order amount of relevant products.

5.4 BLUETTI does not guarantee Buyer data stored in or otherwise associated with its products, and Buyers are responsible for backing up the relevant data to prevent loss; by returning the hardware device to BLUETTI, the Buyer indicates that any confidential, private, or personal information stored in the hardware device has been backed up and has been completely deleted from the hardware device and authorizes BLUETTI to perform repairs at the repair center. Buyer shall be solely responsible for the deletion of said information prior to delivery of such hardware equipment to BLUETTI and shall defend and hold BLUETTI harmless from any and all claims, costs, penalties, fines, forfeitures, liabilities, obligations, and judgments imposed by any governmental agency or third party as a result of failure to comply with applicable laws and regulations in the transfer and disposal of said information.

5.5 The following conditions may cause BLUETTI services to be unavailable

1) Inability to perform the service due to interruption of power supply.

2) Unforeseen circumstance due to force majeure (e.g., earthquake, snowstorm, lightning, hurricane, flood, fire, etc.) factors. 3) Deterioration of service conditions caused by social problems (e.g., unrest, strikes, government regulation changes, etc.).

5.6 Due to the need to provide warranty services for Buyers, if the Buyer requires BLUETTI to provide services, it means that the Buyer allows BLUTTI to access, collect and process fault, detection, positioning and debugging related information when providing services. BLUETTI will, with the consent of the Buyer, access, and process relevant information in accordance with the Buyer's requirements, and this information will only be used to provide warranty services. Since the Buyer is the controller of such information, BLUETTI cannot confirm whether such information contains confidential information or personal data of the Buyer. The Buyer guarantees that it obtained or retained all necessary consents, licenses, and authorizations ("Consents") according to applicable legal requirements for BLUETTI to provide this service, so that BLUETTI will not violate applicable legal requirements, Buyer's privacy policy or an agreement between the Buyer and the user. BLUETTI will take reasonable measures to ensure the security of such Buyer information, but BLUETTI will not be responsible for the direct or indirect responsibilities arising from the acquisition and processing of such information in the process of providing services. Should third party allege claims against BLUETTI based on breached data protection or confidentiality obligations the Buyer will indemnify and hold harmless BLUETTI from such claims.

5.7 All of the above support services are only available for equipment manufactured by BLUETTI, and the terms and conditions do not apply to equipment outside the scope of this Agreement.

## 6. Policies for out of warranty

For Product problems not covered by the Standard Warranty, if customers need BLUETTI to provide repair services or other related solutions, BLUETTI will charge on-site service fees, material fees and logistics fees, etc., as appropriate, including but not limited to the following:

1) On-site service fee: travel and labor cost of technical service engineers, including the cost of repair, maintenance, installation (hardware or software) and commissioning of the machine. 2) Material costs: the cost of replacement parts (including transportation and administration costs).

3) Logistics costs: including the cost of transporting from the Buyer to BLUETTI and the repaired machines/materials from BLUETTI to the Buyer.

#### 7. Contact information

If the "buyer" has any questions or wants to file a claim, the first step is to contact "BLUETTI". The following contact information is available to contact BLUETTI.

#### Customer Service(AU)

Email: sale-au@bluettipower.com Address: Unit 15, 25 Gibbes Street Chatswood NSW 2067

#### 8. Applicable Law

This warranty is governed by the laws of Australia. In addition to the warranty provided by BLUETTI, for customers in Australia, BLUETTI goods are covered by a warranty that cannot be excluded under Australian consumer law. You are entitled to a replacement or refund for major defects and compensation for any other reasonably foreseeable loss or damage. You also have the right to have the goods repaired or replaced if the goods are not of satisfactory quality and do not constitute a major defect. The consumer's rights under this warranty are in addition to any other rights and remedies the consumer may have under applicable law with respect to the goods or services covered by this warranty. This warranty applies only to purchasers who acquire products for their own use.

BLUETTI shall not be liable for events and/or claims based on events occurring in countries or territories other than those listed herein. In the event of a legal claim, BLUETTI (and not BLUETTI's partners) is responsible for sending or receiving litigation documents.

#### 9. Miscellaneous

**9.1** With respect to any technical factual disputes related to claims made by Buyer under this Limited Warranty, Buyer agrees to submit jointly with BLUETTI to a reputable testing organization such as TÜV SUD, TÜV Rheinland, UL, Intertek, CQC or CGC or any other mutually acceptable neutral third party testing organization (expert) for determination.

The expert's fee, including any costs of shipping any product to the expert for testing, shall be paid by the Buyer, if:

1) the Buyerdoes not withdraw the Original Purchaser's claim within 14 days after BLUETTI notifies the Original Purchaser of its intention to submit the dispute to the Expert; and

2) the Expert determines the dispute in favor of BLUETTI.

**9.2** With respect to Aggregate Energy Throughput of individual batteries as referred to under section 1.2.,the third-party test facilities should measure and calculate using the test methods and values list under section 1.2.

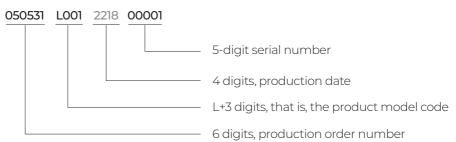
**9.3** If any term of this contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, the remaining provisions of this Limited Warranty shall remain in full force and effect. The parties shall negotiate in good faith to replace the invalid provisions with valid provisions that come as close as possible to the economic purpose of the invalid provisions.

9.4 The individual contract between Buyer and BLUETTI together with the attachments, exhibits, supplements, and this Agreement shall constitute the entire agreement between the parties with respect to the matters contained therein (i.e., the guarantee) and shall supersede all prior oral or written agreements.

## 10.Appendix 1

The production date of a product can be read from the serial number on the product label, as shown in the figure below. The EP760 Energy storage system serial number for the production date is defined as follows.

In the example diagram below, the underlined "22" indicates the year of production is 2022 and "18" indicates the 18th week of production.



#### Serial number rule: 19 characters

## For more information, please visit:



@ BLUETTI Support@ BLUETTI Official









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