

Warranty Statement – EVO Power Pty Ltd

General

EVO Power Pty Ltd (EVO Power) provides a limited warranty ("Warranty") against defects in materials and workmanship for its Battery Energy Storage Systems products (BESS) ("Product/s")

The term of this Warranty begins 3 months after Product's initial purchase date, or the installation date of the Product, whichever is earlier. This must be indicated on the invoice, bill of sale, and/or system registration process.

This Warranty applies to the original EVO Power Product purchaser (Customer) and is transferable according to Australian Consumer Law to the End-User only if the Product remains installed in the original use location.

The following document details the procedures on how to make a warranty claim for a Product. The Detailed Warranty Terms and Conditions are also included at the back of this document.

The following Statement and associated Detailed Warranty Terms and Conditions do not take any precedence over what is entitled to the End-User by way of Australian Consumer Law or any State Trade Practices Acts.

Standard Warranties

Product	Standard Warranty
Overall System Warranty	3 years
Other Product Warranties	
Selectronic Inverters	10-year OEM warranty ¹
LG Chem Batteries	10-year OEM cell performance warranty ²

1 : Refer to Appendix A – Selectronic Warranty Statement. As a minimum, system must be installed by a qualified installer, be connected via Select Live, is registered with EVO Power and have a constant internet connection.

2 : Refer to Appendix B – LG Chem Performance Warranty Conditions. As a minimum, system must be installed by a qualified installer, be connected via Select Live, is registered with EVO Power, have an EVO Power monitoring device with a constant internet connection.

Making a warranty claim

Claims under the warranty can only be accepted if the Customer can provide proof that the malfunction or non-conformity of the product is only from defects under normal application, installation, use and service conditions as specified in the EVO Power and OEM equipment installation documentation.

Contacting EVO Power Technical Support

To request warranty service:

Telephone: 03 9052 4545 (Ask for Technical Support)

Email: service@evopower.com.au

This contact must be within the effective warranty period. If Warranty service is required, an EVO Power Technical Support representative will issue a Return Material Authorisation (RMA) number.

Return Material Authorisation Application

In most cases, EVO Power will attempt to resolve any issues over the phone. EVO Power has access to tools and data that allows it to diagnose problems remotely.

If the issue cannot be resolved remotely our Technical service representative will ask you to initiate a Return Material Authorisation Application which can be filled and submitted online using the following link; <https://form.jotform.com/EVOPower/evo-power-RMA-form>

Before filling the RMA Application form, the following information will be required;

1. Product model and serial number,
2. Proof-of-purchase in the form of an Invoice Number for the original Product purchase that contains the Product model and serial numbers,
3. Description of the problem,
4. Shipping address for the repaired or replacement equipment.

Upon receiving this application, the EVO Power representative will investigate the problem and validate if a replacement is necessary. If an RMA number is issued, this will start the Warranty replacement process.

If a product is deemed as having failed whilst under the EVO Power Warranty, it will be repaired on-site or exchanged with a replacement or spare parts.

In any case, the remainder of the warranty entitlement will be transferred to the replacement product. If a part requires a replacement, EVO Power will determine the best procedure to affect the warranty which may also be determined by equipment manufacturer's warranty procedures. EVO Power will arrange the replacement as soon as possible subject to availability of product. The defective product will be replaced or repaired by a technician who is authorised by EVO Power or authorised agents of the faulty product and will be returned for assessment.

If the Customer (Licensed Installer) is authorised by EVO Power to conduct the repairs, then the Purchaser will be entitled to charge EVO Power \$200 (ex GST) by way of a service invoice.

Please note if the product is assessed as not faulty or Customer or End-User has either tampered with the equipment or accessed and changed programming functions, EVO Power reserves the right to charge the Customer the associated costs.

Warranty Exclusions

EVO Power may replace any product or parts of the product during the Warranty Period if it is assessed as defective in design or manufacturing. However, the following circumstances and defects listed below will not be covered by the warranty:

1. Product modifications, changing of design or unauthorised replacement parts not approved by EVO Power,
2. Changes, attempted repairs and/or erasing of serial numbers and seals by unauthorised person,
3. The failure to comply with local safety and installation regulations,
4. The product has been improperly transported or stored,
5. Consequential damages sought by the installer or the customer,
6. Failure to comply to any/or all of the user manual, installation guides and the maintenance manuals,
7. Improper/misuse of the product,
8. Force majeure events (severe weather, lightning, overvoltage, fire etc.),
9. Any additional exclusions by Inverter and Battery suppliers as detailed in Appendix A and B.

Warranty Terms and Conditions

1. DEFINITIONS AND INTERPRETATION

In this Warranty:

"Australian Consumer Law" means the law set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth);

"Customer" means the person or legal entity identified as the Customer in EVO Power quotation or invoice for the supply of a BESS;

"End-User" means the Customer's customer and where the BESS will reside and operate;

"Force Majeure Event" means any event beyond the reasonable control of EVO Power and includes without limitation, Acts of God, war, fire, riot, strike, lockout, trade or industrial dispute, explosion, accident, flood, sabotage or shortages of fuel, power, raw materials, labour or transportation, governmental intervention and laws, regulations, orders, requests or action, breakage or failure of machinery or apparatus, latent conditions on or associated with the Premises, weather and the effects of weather and delayed or incorrect instructions and information from the Customer;

"Manufacturer Warranty" means the Warranty provided by the Manufacturer for the components contained as part of the BESS;

"Premises" means the End-User's land, building, structure or improvement in or upon which BESS is to be installed;

"Product" means the products as described in any order, quotation, invoice or any item related to the BESS;

"BESS" or "System" means a Battery Energy Storage System, and all Product(s) supplied by EVO Power to a Customer;

"System Warranty" means the Warranty provided by EVO Power for the supplied System;

"Terms and Conditions" means the terms and conditions in this document and any additional terms and conditions in the quotation that are all subject to change;

"EVO Power" means EVO Power Pty Ltd (ABN 40 634 823 260);

"EVO Power Specialist" means an authorised service agent of EVO Power;

"Warranty" means this EVO Power Warranty, made up of the System Warranty and the Manufacturers Warranties;

"Period" means the period in which the applicable Warranty applies. The Period begins on and including the date of installation of the System.

2. SYSTEM WARRANTY

a) Cover

EVO Power warrants that the System shall be free from defects in material and workmanship for the period/s detailed in the System Warranty section of this document.

b) Exclusions

The System Warranty will not include or cover any of the following:

- i. Accidental damage and Force Majeure events;
- ii. Minor cosmetic shortcomings which do not influence the supply of energy;

- iii. damage due to wear and tear, abusive use, misuse or lack of proper maintenance;
- iv. defects or damage caused by alterations, service or repair work carried out by persons that are not an authorised EVO Power Specialist;
- v. any costs incurred for tradespeople or other persons by the Customer that are not EVO Power employees or authorised EVO Power Specialist;
- vi. Acts due to natural disasters, rodent infestation or anything of which are beyond reasonable control.

3. OEM MANUFACTURER WARRANTIES

a) Cover

The Manufacturers Warranties covers the components contained within the BESS of the Customer's installed System.

EVO Power has included the relevant Manufacturer Warranties as Appendices in this document.

b) Period

The period of Warranty for the different components of the System will differ depending on the applicable Manufacturer Warranty.

c) Exclusions

Refer to the applicable Manufacturer Warranty.

4. GENERAL EXCLUSION OF WARRANTIES AND LIABILITY

Except for the System Warranty provided by EVO Power and any warranties or guarantees imposed by law,

4.1 EVO Power gives no other warranties in relation to the System or its Installation. In the event of any inconsistency between this Warranty and other documents or representations provided to the Customer by EVO Power, this Warranty prevails to the extent permitted by law.

4.2 Except as required by law, all implied conditions and warranties are hereby excluded. Subject to those conditions and warranties necessarily implied under the Competition and Consumer Act 2010 (Cth) or any other Act, the Customer's sole and exclusive remedy for any damage whether direct, indirect, special, consequential or contingent shall, at EVO Power's discretion, be limited to the following: the replacement of goods or equivalent goods, the repair of goods, or the payment of the cost of replacing or repairing the Goods.

4.3 If a Force Majeure Event occurs, EVO Power shall be entitled to rescind the Agreement between the parties (without being liable for damages) or to extend delivery or time for performance by a reasonable period of not less than the duration of such event. All liability under any contract, including liability for damage when specified or otherwise, shall be modified or adjusted accordingly.

4.4 This Warranty does not apply to any goods or items given by EVO Power to a Customer as a gift pursuant to any promotional events advertised and offered by EVO Power from time to time.

5. AUSTRALIAN CONSUMER LAW

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law and Trades Practices Acts. You are entitled to a replacement or refund for a major failure. 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. EVO Power will not be liable or responsible for the time taken to facilitate any replacement components deemed faulty from an OEM manufacturer.

The benefits given by the Warranty to the Customer are in addition to other rights and remedies of the Customer under the law in relation to the goods or services to which the Warranty relates. For further information about the Australian Consumer Law and consumer guarantees, visit www.consumerlaw.gov.au.

6. CLAIMING UNDER WARRANTY

The replacement of any faulty components is subject to the procedures detailed previously. In some instances EVO Power will rely on the time taken by OEM equipment manufacturers to service the defected products. EVO Power will use best endeavours and assist in servicing the claim as soon as possible. However, this is not a liability to EVO Power.

7. DISPUTE RESOLUTION

EVO Power hopes that it can resolve any complaint the customer may have in respect of the System or its installation ourselves. However, if this is not possible and the Customer feels that their rights under the Australian Consumer Law or rights in accordance with this Warranty are not being satisfactorily observed, the matter shall be resolved through a binding arbitration submitted through the Office of Fair Trading and/or Consumer Affairs.

8. GENERAL

The above warranty terms and conditions are subject to change at any time but cannot be applied retrospectively.

Appendix A – Selectronic Warranty Statement

SP PRO Warranty Conditions for Australia/New Zealand

1. Warranty Duration from Date of Purchase

Warranty Requirements	Total Warranty Duration
1. You are the original purchaser of the SP PRO.	TBC – Selectronic updating

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. Selectronic will bear the cost of parts and labour to repair any manufacturing faults found within the terms and period of this warranty. For claim under warranty faulty product must be returned to Melbourne, Australia. No allowance is made for labour or travelling time required to disconnect or reinstall faulty parts. Selectronic will pay the cost of freight to return the repaired inverter to the customer within Australia or New Zealand only. The method of freight will be determined by Selectronic.

All installation and user conditions as set down in the instruction manual must be strictly adhered to as failure to do so may void your warranty. Any faults or like faults caused by lightning, water or moisture ingress, vermin infestation, improper voltage, faulty installation, use of the product in a manner for which it is not intended, alterations which affect the reliability or performance of the unit but are not attributable to faulty manufacture, failure to act on service warning from the SP PRO inverter, damage caused by faulty generator sets or caused by other system components will not be covered under warranty. The wear out of consumable components (cooling fans and power capacitors reaching end of life) is not covered under this warranty.

In the event of the product being out of service, Selectronic shall bear no responsibility for any consequential loss or expense. Selectronic will not be held responsible for any misleading or incorrect information conveyed by anyone not directly employed by Selectronic.

Appendix B – EVO Power Performance Warranty Conditions

1. Scope of Application

These following conditions refer to the LG Chem batteries (Batteries) contained within the System. The term of this Performance Warranty begins 3 months after Products initial purchase date, or the installation date of the Product, whichever is earlier

2. Performance Warranty

The performance warranty shall be valid until the Batteries have reached the operating limitation or until the performance warranty term has expired, whichever occurs first.

Batteries	Performance Warranty Term	Operating Limitation	Energy Retention
EM048126P3S7	10 years	19.2 MWh	60%

Notwithstanding the foregoing, the performance of the Batteries may be affected by factors such as the temperature of the location where the Batteries are stored, SOC, etc. In such case, the operating limitation and energy retention provided above may be partially revised in accordance with *Attachment 3 – ‘Performance Warranty Adjustment’*

The warranty period for the repaired or replaced part shall be the remainder of the warranty period for the original parts.

EVO Power will sell repair or replacement parts for at least [10] years from the time of discontinuation of the Batteries. If it is impossible to supply 'Repair Parts', EVO Power may sell similar parts to the extent that the Batteries performance is not affected.

3. Additional Battery Waivers

- a) When the Batteries is a sample provided by EVO Power.
- b) When the Purchaser disassembles or dismantles the Batteries without prior consent of EVO Power.
- c) When a third-party's unapproved product "including inverters or rectifiers" or part is assembled or used in combination with Batteries of EVO Power
- d) When the scope of the defect has expanded because the Purchaser did not immediately notify EVO Power of the defect in the Batteries
- e) When the Purchaser stores or uses the Batteries in the conditions not conforming to *Attachment 2. - Standard Conditions of Use* and as a result the Batteries do not perform in accordance with *Attachment 1. - Battery Technical Specifications*
- f) When the defect is due to the use of Batteries with incompatible inverters.
- g) When the Batteries have been externally damaged affecting the performance and function of the Batteries
- h) When the Batteries were affected by unusual physical or electrical stresses (blackout, inrush current, lightning, flood, fire, salt damage, incidental damage, etc.)
- i) Other defects that are not attributable to EVO Power.
- j) The Batteries covered by this Agreement shall not be used for the facilities such as radiation control areas, nuclear reactors, facilities related to nuclear safety, facilities that use nuclear power, and other related facilities.
- k) The Batteries covered by this Agreement shall not be used for the facilities that potentially may have direct patient contact or used for life-support equipment.

Attachment 1. Battery Technical Specifications

- i. Performance Warranty only applies to Battery Cells contained within the Battery modules. The remaining parts are covered under System Warranty conditions.

Table 1.1 Battery specification overview

Performance		
Model	EM048126P3S7	
Nominal Capacity ¹	126 Ah	
Nominal Energy ¹	6.52 kWh	
Nominal Voltage	51.8V	
Operating Voltage	42~58.8V	
Peak Pulse Voltage	Max. 80V / under 50ms	
Max. Charge/ Discharge Current ²	63 A	
Max. Charge/ Discharge Power ²	3.26 kW	
Continuous Charge/ Discharge Power ²	3.0 kW	
Round-Trip Efficiency	95% or more	
Ingress Protection Rating	IP20	
Cooling	Natural convection	
Communication Interface	Protocol	CAN2.0B or Modbus485
	Port	RJ48
Dry Contact	2Ch (Warning or Fault 1 / Fault 2)	

Table 1.2 Environment condition

Available Operating Temperature	-10~45°C
Optimal operating Temperature	15~30°C
Storage Temperature	-30~60°C
Self-Discharge Rate During Storage	Less than 6% per year at 25°C
Humidity	5%~95%, Non Condensing
Altitude	Below 2,000m

¹ At standard conditions:

- Charge: CC-CV, with 0.3CC, to 58.8V (3.15A cut off) at 25°C
- Discharge: CC, with 0.3CC, to 42V at 25°C

² It can be derated in accordance with the power limit by the BMS.

Attachment 2. Standard Conditions of Use

2.1 Standard Conditions of Use

2.1.1 The battery shall be operated in accordance with the basic operating conditions (Table 2.1).

2.1.2 If the battery exceeds the internal temperature range (Table 2.1), the battery operating limitation may be changed in accordance with *Attachment 3. Performance Warranty Adjustment*.

Table 2.1 Standard Operating Condition

	EM048126P3S7
Max. Depth of Discharge	95% (Software Limited)
User Min. SOC Setting	3%
Average Cycles	1 cycle/day
Average daily temperature inside the battery room	25°C (Ambient Temperature)

2.2 Battery Storage Conditions

2.2.1 Temperature / Humidity at the storage should be measured and stored.

2.2.2 When the storage humidity falls outside the range, corrosion may occur or insulation performance may be affected. In this case, the Purchaser shall carry out product inspection upon consultation with EVO Power and re-negotiate the product warranty.

Table 2.2. Battery Storage Conditions

Battery Storage Conditions	
Storage Temperature Range	1. - 30°C ~ 60°C (acceptable for 7 days) 2. - 10°C ~ 45°C (acceptable for 6 months)
Storage Humidity Range	5 ~ 95 % RH (Non-Condensing)

2.3 Capacity Measurement Method

Capacity measurement conditions:

- Ambient temperature: 25~30°C
- Initial battery temperature from BMS: 25~30°C
- Charging/discharging method
 - o Charge: (0.2)CC/CV (Constant voltage (58.8)V, Cut-off current (0.05)C)
 - o Discharge: (0.2)CC (Cut-off voltage (42.0)V)
 - o Current at (0.2)C: (25.2)A (Standalone Module)
 - o Current and voltage measurement at battery DC side

Attachment 3. Performance Warranty Adjustment

In the event Purchaser fails to comply with the *Attachment 1. 'Battery Technical Specifications'*, manuals provided by EVO Power, or *Attachment 2. 'Standard Conditions of Use'*, the operating limitation (energy throughput) under the warranty shall be adjusted as follows:

3.1 Temperature of Battery During Operation

3.1.1 Purchaser shall operate the battery so that the temperature does not exceed Table 1.2. In the event the temperature exceeds the temperature under Table 1.2, the operating limitation (Energy Throughput) under the Performance Warranty shall be reduced according to the following:

3.1.2 If the temperature of the battery is (i) higher than 45°C but (ii) lower than or equal to 55°C, or lower than -10°C but higher than or equal to -15°C, the Energy Throughput and Number of cycles under the warranty shall be reduced by (0.04)%p for every five (5) minutes.

3.1.3 If the hourly average temperature of the battery is (i) higher than 55°C or (ii) lower than -15°C, EVO Power shall have the right to terminate the warranty.

Example: If the battery temperature during a one-hour period is higher than 45°C or lower than or equal to 55°C or for a two-hour period the battery temperature is lower than -10°C but higher or equal to -15°C, the battery operating limitation shall be adjusted as follows:

Adjusted Operating Limitation = Initial Operating Limitation x (100% - number of hours at the temperature range x reduction rate)

$$= 19.2\text{MWh} * (100\% - (12 * 0.04\%p + 24 * 0.04\%p))$$

$$= 18.92\text{MWh}$$

3.2 DIAGNOSTIC EVENTS

3.2.1 Diagnostic Events occur when the battery is not used within the normal range. Purchaser must use the battery within the range where such Diagnostic Events do not occur.

3.2.2 For each of the following diagnostic events, the reduction rate shall be as follows:

Table 3.1. Reduction rate according to diagnostic events

Diagnosis	Level	
	Warning	Fault
Over voltage	-0.5 %p	-1.0 %p
Under voltage	-0.5 %p	-1.0 %p
Over charge current	-0.1 %p	-0.2 %p
Over discharge current	-0.05 %p	-0.1 %p
Over charge power limit	-0.1 %p	-0.2 %p
Over discharge power limit	-0.05 %p	-0.1 %p
Over temperature	-0.1 %p	-0.2 %p
Under temperature	-0.1 %p	-0.2 %p

Example: In the event the battery not used within the normal range resulting in two separate occurrences of overvoltage and two separate occurrences of over-discharge, the operating limitations shall be adjusted as follows:

$$\begin{aligned} \text{Adjusted Operating Limitation} &= \text{Initial Operating Limitation} \times (100\% - \text{number of hours at the temperature range} \times \text{reduction rate}) \\ &= 19.2\text{MWh} \times (100\% - (2 \times 0.5\% + 2 \times 0.05\%)) \\ &= 18.98\text{MWh} \end{aligned}$$

3.3. Example of Adjustments to Performance Warranty

$$\text{Reduced Operating limitation} = \text{Initial Operating limitation} \times (100 + \text{Total Reduction rate})$$

	Unit	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y10	
Energy Throughput [MWh]	MWh	19.2	19.2	19.2	19.18	19.16	18.95	18.74	18.53	18.32	18.12	17.92
3.1	BATTERY TEMPERATURE CONDITION %p			-0.08	-0.08	-0.08	-0.08	-0.08	-0.08	-0.08	-0.08	
3.2	DIAGNOSTIC EVENTS %p					-1	-1	-1	-1	-1		
Adjustment sum [%p]	%p	0	0	-0.08	-0.08	-1.08	-1.08	-1.08	-1.08	-1.08	-1.08	
Adjusted Energy Throughput (MWh)	MWh	19.2	19.2	19.18	19.16	18.95	18.74	18.53	18.32	18.12	17.92	